

Panaji, 28th June, 2018 (Asadha 7, 1940)

SERIES II No. 13

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of General Administration

Order

No. 35/4/2005/GAD-III/1944

Read: Order No. 35/4/2005-GAD/100 dated 09-01-2017.

In partial modification to the Government order read in preamble, the Governor of Goa is pleased to designate the following officers as Public Information Officers, Assistant Public Information Officers and First Appellant Authority in respect of the Office of the Minister for Revenue, IT, Labour & Employment, Minister Block, Secretariat, Porvorim, as required under Section 5 and sub-section (1) of Section 19 of the Right to Information Act, 2005:-

Office concerned	Designation of the officer to be appointed as PIO	Designation of the officer to be appointed as APIO	Designation of the officer to be appointed as FAA
Office of Minister for Revenue, IT, Labour & Employment	Under Secretary (Revenue-I)	1. Senior Assistant attached to Office of the Minister 2. Personnel Assistant attached to the Office of the Minister	Additional/Joint Secretary (GA).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (GA).

Porvorim, 21st June, 2018.

Department of Industries

Order

No. 3/97/2011-IND(Part)

Government is pleased to constitute a Committee under the Chairmanship of Chief Secretary comprising of following members to focus on export promotion issues of the State.

- | | |
|---------------------------------|-------------|
| 1. Chief Secretary | — Chairman. |
| 2. Secretary (Finance) | — Member. |
| 3. Secretary (Agriculture) | — Member. |
| 4. Secretary (Animal Husbandry) | — Member. |
| 5. Secretary (Fisheries) | — Member. |
| 6. Secretary (Mines) | — Member. |

- | | |
|--|----------------|
| 7. Secretary (PWD) | — Member. |
| 8. Secretary (Tourism) | — Member. |
| 9. Secretary (Industries)/State Export Commissioner | — Convener. |
| 10. Additional Director General of Foreign Trade, Mumbai | — Co-Convener. |

The terms of reference of the above Committee shall be as under:

- The Committee shall review all trade related issues including issues of logistics exports and service exports.
- Senior Officers from Government of India including Chairman of various commodity boards may be invited based on availability.

- (iii) The Committee shall meet at least once in a quarter.
- (iv) The Committee shall look after implementation of export strategy after the same is formulated.
- (v) Any other matter to be referred by the Chairman.

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Industries).

Porvorim, 19th June, 2018.

Corrigendum

No. 11/22/2014-IND/208

- Read: 1. Notification No. 4/6/2014-IND dated 07-02-2014.
 2. Notification "Goa State Infrastructure Development Corporation" may be substituted as No. 11/22/2014-IND dated 06-02-2015.

The sentence wherever appearing in the above Notifications "Goa State Infrastructure Development Corporation" may be substituted as "Goa Waste Management Corporation".

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Industries).

Porvorim, 22nd June, 2018.

Department of Information and Publicity

Order

DI/INF/PRESIDENT-Visit/2018/1533

Government is pleased to constitute a co-ordination committee of the following members in order to co-ordinate the work relating to the civic reception in honour of the President of India to be hosted on July 07, 2018.

- 1. Shri T. S. Sawant, Director, — Convener.
Information & Publicity
- 2. Smt. R. Menaka, I.A.S., Director, — Member.
Urban Development
- 3. Shri Prasad Lolayekar, Director, — Member.
Directorate of Higher Education
- 4. Shri U. P. Parsekar, — Member.
Principal Chief Engineer, P.W.D.
- 5. Shri Ajit Panchwadkar, — Member.
Director, Directorate of Panchayat
- 6. Shri Umesh Gaonkar, S. P. Security — Member.
- 7. Shri V. P. Dangui, Director, — Member.
Directorate of Industries & Commerce
- 8. Smt. Mrunal Walke, — Member.
General Manager, ESG

- 9. Shri Gurudas Pilankar, Director, — Member.
Art and Culture

The committee shall meet from time to time to plan/chalk out the programme of civic reception

By order and in the name of the Governor of Goa.

T. S. Sawant, Director & ex officio Jt. Secretary (Information & Publicity).

Panaji, 27th June, 2018.

Department of Labour

Order

No. 28/24/2017-LAB/384

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Country Club de Goa, Anjuna, Bardez, Goa, and its workmen represented by the Goa Trade and Commercial Workers' Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether the following demands raised by the Goa Trade and Commercial Workers Union before the management of M/s. Country Club de Goa, Anjuna, Bardez, Goa, are legal and justified?

CHARTER OF DEMANDS

1. Grade/Flat-Rise in basic-Salary and Pay-Scales:

That each workperson be graded appropriately as per the nature of work performed by them and be paid a sum of Rs. 2500/- as a Flat-Rise over and above the existing "Basic Salary" earned by him/her as on 31-12-2015. The "Basic Salary" of each workperson as on 31-12-2015 PLUS the Flat-Rise of Rs. 2500/- per month be placed in the respective pay-scales given below and fitted in it at the appropriate stage in the Scale-Pay and paid to each worker w.e.f. 01-01-2016.

Grade	Designation	Pay-Scales
1	2	3
I	Utility worker/Helper/ /Gardener Sweeper Labour	5500-220-6600-265- -7925-320-9525.

1	2	3
II	Resort Attdt./Pool Attdt./Bell Boy/Doorman/Desk Attdt/(Eng/H/K/Garden/Kitchen)/Sr. Utility Worker/Attendant Cook/Laundry Attdt./Steward/Linen Keeper/Tailor/Roomboy/Technician/Electrician/Plumber/Carpenter/Painter/A.C. Technician/Mas/Stores Keeper/Asst. Store Keeper/Cashier/Reservation	6500-275-7875-335-9550-405-11575.
III	Supervisor/Jr. Chef	7500-340-9200-405-11225-485-13650.
IV	Sr. Supervisor, Captain	8500-405-10525-500-13025-615-16100.

2. House Rent Allowance (HRA):

That w.e.f. 01-01-2016 each worker shall be paid sum of Rs. 1500/- per month towards House Rent Allowance (HRA) over and above the existing H.R.A.

3. Fixed Dearness Allowance (FDA):

That w.e.f. 01-01-2016 each workperson shall be paid a sum of Rs. 3000/- per month as Fixed Dearness Allowance (FDA) at base 5500 points All India Consumer Price Index (AAICPI)(1960=100).

4. Variable Dearness Allowance (VDA):

That w.e.f. 01-01-2016 each workperson shall be paid a Variable Dearness Allowance (VDA) at the rate of Rs. 2/- per point over and above base (AAICPI) 5500 points (1960=100).

The Variable Dearness Allowance (VDA) be revised every quarter.

5. Conveyance Allowance:

That w.e.f. 01-01-2016 each workperson shall be paid an Additional Conveyance Allowance of Rs. 1000/- per month.

6. Shift Allowance:

That w.e.f. 01-01-2016 each workperson shall be paid a Shift Allowance on the following basis:

7.00 a.m. to 4.00 p.m.	Rs. 30/- per shift;
8.00 a.m. to 5.00 p.m.	Rs. 30/- per shift;
9.00 a.m. to 6.00 p.m.	Rs. 30/- per shift;
11.00 a.m to 8.00 p.m.	Rs. 40/- per shift;
3.00 p.m. to 12.00 p.m.	Rs. 50/- per shift.

7. Out-Door Food Allowance:

Whenever a workman is sent on out-door duty he/she shall be paid an Out-Door Food Allowance towards breakfast, lunch, dinner, tea and snacks on the following pattern:

Breakfast	Rs. 35/- per day.
Lunch	Rs. 100/- per day.
Dinner	Rs. 100/- per day.
Tea and Snacks	Rs. 35/- per day.

8. Leave Travel Allowance (LTA):

That w.e.f. 01-01-2016 each workperson shall be paid Rs. 6,000/- as Leave Travel Allowance (LTA) in the month of December every year.

9. Overtime:

That each employee shall be paid overtime at double the rate of wages with retrospective effect irrespective of his grade and designation. Whenever an employee is required to work on Sundays/Holidays and Weekly Off days, they shall be paid double the rate of wages with a paid compensatory-off which shall be allowed to be availed by an employee within 10-days of such work. In the event where an employee exceeds 16-hours of duty due to exigencies of work, he/she shall be paid overtime as above and shall be given a paid compensatory-off, consequent to such work.

10. Leave-facilities:

All the workpersons shall be made eligible to the following Leave Facilities w.e.f .01-01-2016.

- PRIVILEGE LEAVE:** 30 days per annum with facility to accumulate upto 100 days and encash leave above 50 days.
- CASUAL LEAVE:** 12 days per annum with a facility to accumulate upto 30 days or with a facility to encash the balance leave.
- SICK LEAVE:** 10 days per annum with a facility to accumulate upto 30 days.
- HOLIDAYS:** 12 days per annum to be finalized in the month of January, every year between the Union and the Management.

The availment of leave ought to be discussed between the parties. The present system of leave availment is most inconvenient to the workmen.

11. Rest-room and Lockers:

Proper Rest Room and Locker room shall be provided to the workmen with adequate facilities.

12. Interest Free Loan Facility:

Each worker ought to be made eligible to an Interest Free-Loan-facility to the extent of Rs. 50,000/- to be deducted in 25 equal installments.

13. Bonus:

That w.e.f. 01-01-2016 every workperson ought to be paid Bonus for every financial year @ 20% without any ceiling.

14. Festival Advances:

That each workperson be paid Rs. 5,000/- as Festival Advance to be deducted in 10-equal installments at least 10 days prior to the following festival, every year.

- Ganesh Chaturthi festival.
- Christmas Festival.
- Festival of Id.

15. Service Charge:

- a) All employees shall be paid 10% service charges per month on the gross sales in the Hotel.
- b) All service charges shall be distributed equally to all ranks-and-file.

16. Issuance of Letters:

The workmen shall be issued detailed letters of Appointment/Confirmation in service specifying his/her date of joining, confirmation in service, grade, etc.

17. Interim Relief:

Pending the finalization of all the above demands spelt-out herein, in this Charter of Demands, the Union/workmen demands that each workman who is on the pay roll of the Company be granted an amount of Rs. 5,500/- as an INTERIM RELIEF as the present salary and other emoluments paid to the workmen are meager and pathetic. This Interim Relief be adjusted from the final relief to be granted to the workmen effective from 01-01-2016.

18. Grievance Redressal System:

The grievances must be responded by the management within 48 hours of registering them. The present grievance/redressal system operative in the company is extremely poor and outdated and unresponsive.

- (2) If the answer to issue No. (1) above is in the negative, then, to what relief the workmen are entitled?"

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 14th June, 2018.

Notification

No. 28/3/2018-LAB/Part-I/372

The following Order passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 10-05-2018 in reference No. C-IT/30/10 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 06th June, 2018.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Case No. C-IT/30/2010

Smt. Tarika D. Chari,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
Ponda, Goa. ... Complainant

V/s

M/s. Goa Bagayatdar Sahakari Kharedi
Vikri Saunstha Maryadit,
Ponda, Goa. Respondent

Complainant represented by Ld. Adv. Shri S. P. Gaonkar.

Respondent represented by Ld. Adv. Shri A. V. Nigalye.

ORDER

(Delivered on this the 10th day of the month of May of the year 2018)

This is a complaint filed under Section 33-A of the Industrial Disputes Act, 1947.

2. In short, the case of the Complainant is that the Complainant was working as Packer continuously with the Respondent since 14-07-1996. The Union on 07-5-2010 made a representation before the Managing Director of the Respondent to stop the illegal deduction so ordered by the Respondent from the earned wages, however no action was taken and it continued to illegally deduct amounts from the earned wages and after the receipt of the said letter, the management started harassing and threatening the workers. The Union thereafter raised a dispute before the Assistant Labour Commissioner, Ponda to intervene in the matter. The Managing Director called and threatened them that if they do not withdraw the dispute raised before ALC, Ponda, then they must not attend the duty from the next date and if they attend the duty they would be transferred. The Union thereafter issued another letter dated 19-06-2010 to the Managing Director requesting him to stop the harassment and to take necessary action in the matter of illegal deductions and non-payment of the minimum wages.

3. The Officer of the Respondent, Shri Satish Prabhu informed her not to attend the duty from 27-06-2010 and orally terminated her services without any notice or one month's notice pay and that no gratuity/retrenchment compensation was paid to her at the time of refusal of her employment as required under the law. It is also claimed that the matter regarding regularization of her services is pending before the Hon'ble Tribunal under Reference No. IT/36/2003 and therefore the Respondent have violated Section 33 of the Industrial Disputes Act, 1947 at the time of refusing her employment. The Complainant on 30-06-2010 wrote a letter to the Managing Director of the Respondent informing him the position and

explaining him that Shri Satish Prabhu had directed her not to join the duty and had also informed him that the matter in respect of regularization of her services is pending before the Industrial Tribunal under Ref. No. IT/36/2003 and hence, the refusal of employment is illegal. The management had not filed any approval application nor obtained the permission from the appropriate authority. The refusal of employment/termination is illegal, unjustified and bad in law and the Complainant is entitled for reinstatement with full back wages and continuity of service. Hence, the complaint.

4. The Respondent filed a written statement inter-alia contending that the Complaint is not maintainable in law and on facts of the case and that the Hon'ble Tribunal has no jurisdiction to entertain and decide the complaint. The Respondent is a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa and now governed by the Goa Co-operative Societies Act, 2001. The Hon'ble Tribunal gets jurisdiction under Section 33-A of the Industrial Disputes Act during the pendency of proceedings before it and that they have not contravened the provisions of Section 33 of the Act nor discharged or dismissed the Complainant for misconduct or altered conditions of her service during the pendency of proceedings before the Hon'ble Tribunal. The Complainant through her Union raised an industrial dispute in respect of the same matter relating to alleged termination of her service and that the Conciliation Officer also started conciliation proceedings purportedly under Section 12 of the Industrial Disputes Act, 1947 and that the Complainant/Union withdrew the said proceedings and filed the present complaint. The Complainant has also filed an application under Section 4 of the Goa Shops and Establishments Act, 1973 before the Authority appointed under the said Act.

5. The Respondent are engaged in the purchase and sale of agricultural produce such as areca nuts, coconuts, cashew, spices and other agricultural products produced by its members and other agriculturists in Goa to provide remunerative prices to the agriculturists and horticulturists for their produce and that they are also engaged in the sale of consumer and other goods in order to provide the said goods to the public at reasonable rates. The activities of the Respondent are aimed at reducing the dependence of farmers and the general public on middlemen and private traders. They also engaged in social service and that earning profit is not its motivating force or its aim or object. They are also engaged in educating the

farmers about advanced technology and other matters relating to agriculture and that these activities are carried out through its Head office and branches situated in different parts of Goa and for the said purpose, the Respondent has employed workers in different grades and categories for performing various types of functions assigned to them from time to time.

6. The Respondent has employed some persons who are engaged on piece rate and casual basis and are employed for cleaning the grains, cereals and other similar materials, weigh the said materials and pack them in packets of specific weights. They are paid on piece rated basis in accordance with their output i.e. the packets packed by them. They are neither daily rated, weekly rated or monthly rated employees of the Respondent. They are offered employment as and when available. They have no fixed working hours and they are free to attend the work as per their convenience. Normally, they approach the office of the Respondent in the morning hours at the time of opening and they are allotted work, if available. They are paid at the end of the week as per the volume of packets packed by them. They are not employed on any sanctioned post and they are not entitled to any other benefit like wage scales, leave, etc. like other regular employees. The service rules of the society are also not applicable to them, they being piece rated employees. The eligibility criteria for employment of regular employees are not applicable to them as they do not have any lien on service or right for regular employment in the services of the Respondent.

7. The Complainant was one of such persons employed at its Head office branch at Ponda, Goa on piece-rate and casual basis and that she has no legal right for regular appointment in service of the Respondent. It is an established practice in the organization of the Respondent that whenever shortages are noticed in a particular establishment, such shortages are recovered from persons working in that establishment by proportionately making deductions from their wages and as the Complainant was employed at the said Branch, it was decided to make proportionate deductions from her wages also as per the existing practice. However, the Complainant and some other persons working with her resented to the deductions and raised a false dispute through Gomantak Mazdoor Sangh. The Respondent has not terminated the service of the Complainant nor discharged or dismissed her for misconduct and that Section 33 of the Industrial Disputes Act has no relation to the present case.

8. The Complainant filed a rejoinder at Exhibit 5 denying the case put forth by Respondent in the written statement.

9. Issues that came to be framed at Exh. 6 are as follows:

- (1) Whether the Party I/Applicant proves that she was in continuous service in the establishment of the Respondent since 17-8-97 (*sic.* 14.7.1996)?
- (2) Whether the Party I/Applicant proves that her services were orally terminated on 27-6-10 as the union had demanded for payment of minimum wages?
- (3) Whether the Party I/Applicant proves that the termination is in contravention of Section 33 of the Industrial Disputes Act?
- (4) Whether the Party I/Applicant proves that her termination is illegal and unjustified?
- (5) Whether the Party II/Respondent proves that the Tribunal has no jurisdiction to deal with the matter relating to the employee of the Co-operative Societies?
- (6) What relief? What order?

10. In support, the Complainant, Tarika Chari examined herself and produced on record a copy of letter dated 6-4-2002 to the General Secretary, Gomantak Mazdoor Sangh at Exh. 11, a copy of order of reference dated 2-7-2003 at Exh. 12, a copy of letter dated 7-5-2010 to the Managing Director of Respondent along with notice dated 15-4-2010 at Exh. 13, a copy of letter dated 7-5-2010 to the ALC, Ponda at Exh. 14 colly, a copy of letter dated 15-6-2010 to ALC, Ponda regarding minimum wages at Exh. 15, a copy of letter dated 19-6-2010 to Managing Director of Respondent at Exh. 16, a copy of letter dated 28-6-2010 to ALC at Exh. 17, a copy of letter dated 30-6-2010 to Managing Director of Respondent at Exh. 18, a copy of letter dated 28-8-2010 to the Labour Commissioner in respect of violation of Section 25H of ID Act at Exh. 19. The Complainant also examined Shri P. Gaonkar and produced on record a copy of Form 6-A for the period from 1st March, 2010 to Feb., 2011 at Exh. 42.

11. On the other hand, the Respondent examined Shri Ulhas Anant Umarye as their witness and produced on record the copies of the documents showing wages of the packers at Exh. 23 colly, a copy of PF contribution of the workers at Exh. 24 colly, a copy of Provident Fund returns filed by Party II at Exh. 25 colly, a copy of Service rules of Party II at Exh. 26, a copy of the claim statement, written statement, rejoinder and the evidence

recorded in reference No. IT/36/03 at Exh. 27 colly, copies of the application filed before the Commissioner of Labour and other documents at Exh. 28 colly, a copy of letter dated 28-6-2010 to Assistant Labour Commissioner, Ponda at Exh. 29, a copy of letter dated 27-9-2010 to the Labour Inspector, Ponda at Exh. 30, copies of Roznama along with minutes of meeting held on 11-8-2010 before Commissioner of Labour at Exh. 31 colly, a copy of Award dated 16-4-2012 at Exh. 32, a copy of written statement at Exh. 33, copy of statement dated 22-06-2010 at Exh. 34, copies of P.F. Returns at Exh. 35 colly and copies of packing register and packers wages at Exh. 36 colly.

12. Heard arguments. Notes of Written arguments came to be placed on record by the parties.

13. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

- | | |
|-----------------|---------------------|
| Issue No. 1 ... | In the Affirmative. |
| Issue No. 2 ... | In the Affirmative. |
| Issue No. 3 ... | In the Affirmative. |
| Issue No. 4 ... | In the Affirmative. |
| Issue No. 5 ... | In the Negative. |
| Issue No. 6 ... | As per final order. |

REASONS

Issue No. 1:

14. Learned Adv. Shri S. P. Gaonkar for the Complainant has submitted that the workman has worked for more than 240 days in the preceding year and therefore is in continuous service within the meaning of Section 25-B of the Industrial Disputes Act which has been proved by documents at Exh. 24 colly, Exh. 34 colly, 35 colly and Exh. 42. He therefore submitted that the Complainant was in continuous service in the establishment of the Respondent since 14-7-1996. He further submitted that for workers who have been in employment from long, their cases would be covered under Section 25-B(1) of the Act and there is no need for such workers to prove that they have actually worked for 240 days in the last preceding twelve months prior to the date of termination. The Complainant had worked for nearly 14 years and hence her case would be covered under Section 25-B(1) and therefore, there is no need to prove that she actually worked for 240 days before her retrenchment and in support thereof, he relied upon the case of **Sarita S. Melwani (Mrs) vs. Pallavi V. Talekar & Ors., 2008 (1) MhLJ 522.**

15. Per contra, Ld. Adv. A. V. Nigalye for the Respondent has submitted that the term 'continuous service' is defined in Section 25-B of the Industrial Disputes Act and in terms of the said provision, a workman shall be deemed to be in continuous service for a period of one year, if she, during the period of 12 calendar months preceding the date to which calculation is to be made, has actually worked under the employer for not less than two hundred and forty days. The calculation in the present case, has therefore, to be made from 26-6-2009 and the Complainant has to prove that she has put in a service of 240 days from 26-6-2009 till 26-6-2010 i.e. the date of her alleged termination. He further submitted that the Complainant has not been able to prove that she has worked for 240 days and that the retrenchment for non compliance of Section 25-F of the Industrial Disputes Act is illegal. The precondition for applicability of Section 25-F is that the workman should be in continuous service and should have worked for 240 days during 12 calendar months prior to the date of termination and the burden of proving the said issue is on the Complainant which she has failed to establish and therefore, the above issue may be decided against the Complainant.

16. There cannot be any dispute that the Complainant has been working for last 14 years continuously in the establishment of the Respondent as packer since 14-07-96 as stated in the claim statement. The Respondent has however claimed that the Complainant was employed on piece rated and casual basis and not in regular employment. Section 25-B(1) is a deeming fiction which includes actual days in service which has been proved by the Complainant by producing the documents at Exh. 24 colly, which are Employees Provident Fund contributions for the period from March, 2009 to Feb. 2010, Contribution of Provident Fund from 2001 to February 2011 at Exh. 35 colly, Packing registers at Exh. 36 colly and Form 6-A for the period from 1st March 2010 to Feb. 2011 at Exh. 42. Moreover, Section 25-B of the Act will not attract in the present case as Section 25-B which is under Chapter V-A of the Industrial Disputes Act is applicable only for the cases of lay-off and retrenchment as Section 25-B opens with the words 'for the purposes of the Chapter'. It is therefore clear that the Section 25-B applies only when claim is made under Chapter V-A of the Act. Moreover, to take benefit of Section 25-F under Chapter V-A, the workman must show that she has been in continuous service for 'one year or more', which is not applicable to the case at hand as the cases for dismissal or misconduct with or without domestic

enquiry are covered under Section 11-A of the Industrial Disputes Act and have no relation to Chapter V-A and therefore, the concept of 240 days as claimed by Ld. Adv. Shri Nigalye cannot be extended to the present case. The Complainant having proved that she had worked for nearly 14 years and that she was in employment from long, her case would be covered under Section 25-B(1) of the Act and there is no need for her to prove that she had actually worked for 240 days in the last preceding twelve months prior to the date of termination. The contention of Ld. Adv. Shri A. V. Nigalye as stated above therefore pales into insignificance. The above issue No. 1 is answered in the affirmative.

Issue No. 2, 3 and 4:

17. Learned Adv. Shri Nigalye for the Respondent has submitted that the first hurdle that the workman has to cross is to show that there is a proceedings pending in the Industrial Tribunal and that she is a 'person concerned' in such a dispute and the workman has to further prove that she has been dismissed/discharged from service for misconduct or there has been an alteration in condition of her service. He further submitted that it is not the case of any of the parties in the proceeding that it is a case of discharge/dismissal for misconduct, on the contrary the entire emphasis of the Complainant is that the termination of service is by way of illegal retrenchment and it is a change or alteration in the condition of her service. He further submitted that it is a settled law that the retrenchment will not ordinarily amount to alteration of conditions of service and that the workman has to prove that there are malafides in the action of the employer. The Complainant has admitted in the cross examination that there was an enquiry before the deductions were ordered and that the deductions were in respect of shortages detected in the branch in respect of all employees. There was no malafide and therefore in the absence of malafides, the allegation that it is the case of retrenchment amounting to alteration of conditions of service and consequently, breach of Section 33 cannot be treated as established.

18. Per contra, Ld. Adv. Shri S. P. Gaonkar for the Complainant has submitted and rightly so that it is the case of the workman of oral termination amounting to refusal of employment and the workman has alleged as well as deposed that on 26-6-2010, Shri Satish Prabhu, Officer of the Respondent told them not to attend the duties from 27-6-2010 as the union had demanded minimum wages. The Complainant has produced

on record a letter dated 30-6-2010 at Exh. 18 addressed to the Managing Director explaining how their Officer, Shri Satish Prabhu asked them not to come for work and that they have not been offered legal dues. The letter was not replied to and the employer completely ignored the said letter. Shri Ulhas Umarye has admitted that the Respondent has received the said letter. The Complainant therefore has discharged the burden of proving the oral termination. Said Shri Satish Prabhu who has orally terminated the services of Party I has not been examined and therefore adverse inference has to be drawn against the employer.

19. Needless to mention, the Union on behalf of the workmen has raised a dispute for regularization of their services and extension of all the benefits to the workmen which was registered as IT/36/2003 at Exh. 27 colly. The order of reference mentions the name of the Complainant at Sr. No. 4 and the said reference came to be decided by Award dated 16-4-2012 at Exh. 32. It is therefore clear that when the alleged services of the workmen were terminated on 26-6-2010, the dispute regarding regularization of the services was pending adjudication and no permission was sought of the Tribunal before termination of their services and hence, the action of the employer is in contravention of Section 33 of the Industrial Disputes Act. It is also well settled in the case of **The Bhavnagar Municipality vs. Alibhai Karimbhai and Ors., (1977) 2 SCC 350**, that when the employer resorts to retrenchment during the pendency of a dispute, the retrenchment amounts to alteration of conditions of service and such a case falls under Section 33(1)(a) of the Industrial Disputes Act as in the instant case, the employer refused employment during the pendency of their dispute for regularization under reference No. IT/36/03, which was a matter connected to their employment and therefore, the case falls under Section 33(1)(a) of the Act.

20. It is mandatory upon the Tribunal to adjudicate the complaint as if it was a dispute referred to or pending before it in accordance with provisions of the Industrial Disputes Act. The Complainant was refused employment as evident from the letter at Exh. 18 addressed to Shri Satish Prabhu and if the contents of the said letter were false or incorrect, the employer would have replied to the said letter which was conveniently ignored by them. The case of the Complainant was oral termination of the services and it does not involve any document to that effect. Smt. Tarika D. Chari has deposed with regard to oral termination and

therefore burden of proof has been sufficiently discharged by her. Shri Satish Prabhu who has orally terminated the services has not been examined on factum of oral termination of services and therefore adverse inference has to be drawn against the employer. Shri Umarye has admitted that the letter at Exh. 18 by Smt. Tarika was received by the management but denied that Shri Satish Prabhu asked the complainant not to join duty from 27-06-2010, however he could not have known what Mr. Satish Prabhu said to the complainant as the said conversation was exclusive between Shri Satish Prabhu and the complainant. It is therefore manifestly clear that the services of the complainant was orally terminated on 26-6-2010 on demanding payment of minimum wages and that the said termination is in contravention of Section 33 of the Industrial Disputes Act.

21. The evidence on record clearly shows that the services of the Complainant were orally terminated on 26-6-2010 as the Union had demanded payment of minimum wages. The Complainant has stated in the affidavit that she was working as a packer and was in continuous service since 14-7-1996 which is clear from her letter dated 30-6-2010 at Exh. 18 as well as in the statement of claim in reference No. IT/36/2003 and that the work carried out by her was of permanent nature. She also claimed that she was never given any appointment letter and that the Respondent illegally deducted their wages and therefore they made a representation before the management to stop the illegal deductions and soon thereafter the management started harassing and threatening them. She also claimed that they raised a dispute before the Assistant Labour Commissioner to intervene in the matter of illegal deductions and non-payment of minimum wages and that the Managing Director called and threatened them that if they do not withdraw the dispute, they must not attend the duty and eventually on 26-6-2010, Shri Satish Prabhu informed her not to attend the duty and as such orally terminated her services without any notice or legal dues. She admitted that the workers were paid on piece rated basis and they were not given appointment letter.

22. There is no dispute that Complainant was working as a packer with the establishment and that they were paid daily wages on piece rated basis and that there was no fixed duty timing for them. She admitted in the cross examination that the deductions were being done on account of shortages. She admitted that they were not given appointment letters by the Respondent. She denied

the suggestion that no appointment letter was given as they were working on piece rated basis and that they have not terminated her services or that they have manipulated the documents to create evidence. The evidence therefore clearly shows that the Complainant was working for the Respondent and was orally terminated on 26-6-2010 and the said termination was in contravention of Section 33 of Industrial Disputes Act which is illegal and unjustified. It is therefore the contention of Ld. Adv. Shri Nigalye for the Respondent as stated above pales into insignificance.

23. Ld. Adv. Shri A. V. Nigalye for Respondent has submitted that the Complaint itself is not maintainable as it has been pleaded that the union has raised an industrial dispute before the Conciliation Officer in respect of the same matter relating to the termination of the services and the Conciliation Officer had started proceedings purportedly under Section 12 of the Industrial Disputes Act and that she subsequently withdrew the said proceedings and filed the present complaint. He further submitted that when there exists multiple remedies in different jurisdiction and the party avails of a remedy in one of the jurisdictions, the proceedings must be pursued to its logical end and should not be given up in the middle and start another proceeding under another provision or in another jurisdiction and that Complainant having availed a remedy under Section 12, she is barred from initiating another proceedings under Section 33-A of the Industrial Disputes Act. He further submitted that she also filed an application under Goa Shops and Establishments Act at Exh. 28 colly before the authority appointed under the said Act in respect of same subject matter and therefore it is evident that the Complainant has filed the proceedings in different jurisdiction and under different enactments in respect of the same claim which is not permissible and in support thereof, he relied upon the case of **Agra District Co-operative Bank Ltd., vs. Prescribed Authority, Labour Court, U. P. and others, AIR 2001 SC 239.**

24. Per contra, Ld. Adv. Shri S. P. Gaonkar for Complainant has submitted and rightly so, that the employer has not claimed that the proceedings under the Industrial Disputes Act are barred because of the proceedings before the Conciliation Officer under Section 12 of the Industrial Disputes Act which was later on withdrawn or under Goa Shops and Establishments Act, 1973 more particularly when Goa Shops and Establishments Act cannot override a central legislation. The

course adopted by the Complainant of approaching the authority under Goa Shops and Establishments Act and subsequently filing the present complaint has no effect on the maintainability of the complaint filed in the present case as the doctrine of election which mandates that a litigant must pursue only one remedy, if many are available has no application when both remedies are concurrent and if there is no inconsistency between the remedies as held in the case of **Transcore vs. Union of India and Another, (2008) 1 SCC 125** and therefore the reliance placed by Ld. Adv. Shri A. V. Nigalye on the case of **Agra District Co-operative Bank Ltd., supra** is not applicable to the case at hand as the said decision does not lay down any principle regarding subsequent remedy being barred. Moreover, it is nowhere the case of the Complainant that the complaint under Section 33-A is barred because the workman has preferred an appeal under Shops and Establishments Act. It is therefore the above argument of Ld. Adv. Shri Nigalye cannot be accepted having any merits.

25. Ld. Adv. Shri Nigalye has also submitted that Section 33-A of Industrial Disputes Act is not applicable in cases of termination simpliciter. Relying upon the case of **Air India Corporation vs. V. A. Rebellow, 1972(1) SCC 814**, he submitted that the ban is imposed only in regard to action for misconduct whether connected or unconnected with the dispute. The employer is, therefore, free to take action against his workman, if it is not based on any misconduct on their part. He therefore submitted that Section 33 of the Act is not attracted in the case of termination simpliciter. He further submitted that merely because discharge for misconduct is permitted with certain restrictions, it could never have been intended to prohibit simple discharge totally. He further submitted that when orders being of terminated simpliciter and the services of the workman were not terminated on the ground of misconduct, the application under Section 33-A is not maintainable as held in the cases of (i) **Rajasthan SRTC vs. Satya Prakash, 2013 (9) SCC 232** and (ii) **National Machinery Manufacturers Ltd. vs. P.D Vyasa, AIR 1964 Bom 184.**

26. Per contra, Ld. Adv. Shri S. P. Gaonkar has submitted and rightly so that the mandate under Section 33-A read with Section 33 of Industrial Disputes Act, 1947 has been explained by the Constitutional Bench of the Apex Court in the case of **Jaipur Zilla Sahakari Bhoomi Vikas Bank Ltd. vs. Ram Gopal Sharma & Ors., (2002) 2 SCC 244.** He also submitted that the present case of the Complainant falls specifically under Section 33(1)(a)

which reads that no employer, during the pendency of any conciliation proceeding before the Conciliation Officer or any proceeding before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute shall in regard to any matter connected with the dispute, alter, to the prejudice of the workman concerned in such dispute, the condition of service applicable to them immediately before the commencement of such proceedings; and not Section 33(1)(b) for any misconduct connected with the dispute, since it is the case of the workman that employer had refused employment during the pendency of their industrial dispute for regularization bearing No. IT/36/2003 which was a matter connected to their employment, in which the employer has altered the condition of service.

27. When the employer resorts to retrenchment during the pendency of the dispute, the retrenchment amounts to alteration of condition of service as held in the case of **Bhavnagar Municipality**, supra. The reliance placed by Ld. Adv. Shri Nigalye on the cases above including that of Air India Corporation, supra is not applicable to the case at hand as in that case the employer had clearly alleged that the pending dispute had no connection with termination of the workman for which a complaint under Section 33-A was filed by him. Moreover, in the said case they were concerned only with the ban imposed against the order of discharge or punishment as contemplated by clause (b) of the two sub-sections and there were no allegations of alteration of terms of service of complainant, unlike in the present case as the Apex Court was not dealing with the situation under Section 33(1)(a) and therefore the said case does not alter the position laid down by the Apex court in the case of **Bhavnagar Municipality**, supra.

28. The reliance placed in the case of **Rajasthan SRTC**, supra is also not applicable to the case at hand as the question which arose for the consideration of the Apex Court was as to whether the Tribunal was right in awarding reinstatement with continuity in service in the proceedings under Section 33-A of the Act which arose out of initial breach of Section 33(2)(b) of the Act and the said case was a case of misconduct and falls under Section 33(2)(b), unlike the present case which is under Section 33(1)(a) and therefore it is also not applicable. The reliance placed in the case of **National Machinery Manufactures Ltd.**, supra also suffers from the same shortcoming as it is not a case under Section 33(1)(a) as the Hon'ble Bombay High Court while discussing Section 33 has in express terms has stated that the case does not

deal with Section 33(1)(a) and has recognised while discussing the scope of Section 33, the absolute bar to alter conditions of service under Section 33(1)(a). It is therefore the contention of Ld. Adv. Shri Nigalye and the reliance placed on the citations above cannot be accepted nor it can be said that Section 33-A is not applicable in cases of termination simpliciter as claimed by him.

29. Ld. Adv. Shri Nigalye has further submitted that the allegations in the complaint regarding the alleged breach of Section 33 are vague and ambiguous and though in the rejoinder, a passing reference is made regarding contravention of Section 33(1)(a) of Industrial Disputes Act, it does not form part of the pleadings. He further submitted that the contention of the Complainant that in terms of Rule 10(B) of the Industrial Disputes (Central) Rules, 1957, there is a provision for filing a rejoinder by party raising a dispute and therefore a rejoinder is a part of the pleadings cannot be accepted in view of settled position of law and in support thereof, he relied the cases of (i) **Citizen Aster Co-operative Housing Soc. Ltd. vs. Fredrick J. D'Souza**, 2005 (2) Bom CR 647 and (ii) **State of Maharashtra vs. Prakash Patil**, 2006 (1) ALL MR 567.

30. However, as rightly submitted by Ld. Adv. Shri S. P. Gaonkar for the Complainant Rule 10-B(4) of Industrial Disputes (Central) Rules, 1957, specifically provides for submitting a rejoinder, if a party chooses to do so to the written statement by a party raising a dispute, unlike in Civil Procedure Code 1908 which has no provision for filing such a rejoinder and therefore, statutory pleadings like the rejoinder cannot be ignored as elaborated by her in para 4 of the rejoinder. Moreover, at para 13 of the complaint, she has clearly alleged that there is a violation of Section 33 and at para 10 all the foundational facts have been pleaded and since the foundation facts have been pleaded in the complaint, there would be no effect of whether it is taken in the rejoinder or not and therefore, the submission of Ld. Adv. Shri Nigalye and the reliance placed on the above citations will pale into insignificance. The Complainant has sufficiently proved that her services were orally terminated on 26-6-2010 as the Union had demanded payment of minimum wages and that her termination is in contravention of Section 33 of the Industrial Disputes Act and therefore is illegal and unjustified. It is therefore issues No. 2, 3 and 4 are answered in the affirmative.

Issue No. 5:

31. Ld. Adv. Shri A. V. Nigalye for the Respondent has fairly submitted that in view of the judgment rendered by Hon'ble High Court of Bombay in the case of **Maharashtra State Co-operative Housing Finance Corporation Limited vs Prabhakar Sitaram Bhadange, (2017) 5 SCC 623**, the Respondent does not press for issue No. 5 that the Tribunal has no jurisdiction to deal with the matter relating to the employee of the Co-operative Societies. It is therefore, the above issue No. 5 is answered accordingly.

Issue No. 6:

32. Ld. Adv. Shri S. P. Gaonkar for Complainant has submitted that there is violation of Section 33 of Industrial Disputes Act as the services of the Complainant have been terminated without compliance of Section 25-F of the Act and therefore the necessary relief should be reinstatement with full back wages as it has come on record that the Complainant is not gainfully employed anywhere and is of employable age and therefore, the Tribunal must consider relief of reinstatement with full back wages on the basis of last drawn salary. He further submitted that Section 11-A of the Industrial Disputes Act gives complete discretion to the Tribunal to give relief as it deems fit and while doing so the Tribunal should take into account the factors namely, long service from 1995 onwards; perennial nature of work i.e. packing; case of victimization since removed for demanding minimum wages; no delay in filing complaints; workmen are of employable age; non-employment for so many years resulted in financial deprivation, and in line with law laid down by Apex Court in the case of **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidhyalaya (D.ED) & Ors., (2013) 10 SCC 324**, the Complainant must be reinstated with full back wages.

33. Per contra, Ld. Adv. Shri Nigalye for Respondent has submitted that the Complainant is a piece rated employee and her status is even lower than a daily wager and it is well settled that a daily wager is not appointed to a post and she cannot claim reinstatement in service which would also apply to a piece rated worker. He further submitted that there is nothing on record even a letter from her to the Respondent or any application filed to that effect before the Tribunal that she made any efforts to join the duties as claimed by her during her cross examination. The Complainant therefore is not entitled for any relief and in support thereof, he relied upon the cases of (i) **Santosh R.**

Shirodkar vs. Sanquelim Municipal Council, through its Chief Officer, 2017 0 Supreme(Mah) 1579; (ii) In-charge Officer and Another vs. Shankar Shetty, (2010) 9 SCC 126.

34. The question therefore is what reliefs the Party I is entitled to, once it is held that the discharge/termination is illegal, whether the Party I is entitled for re-instatement with full back wages and continuity in service with consequential benefits attached to the post or adequate monetary compensation in lieu of reinstatement and back wages.

35. It has been consistently held by the Hon'ble Apex Court that relief by way of reinstatement with back wages is not automatic, even if termination of an employee is found to be illegal or is in contravention of the prescribed procedure and that monetary compensation in lieu of reinstatement and back wages in cases of such a nature may be appropriate. It is also well settled that the Court in appropriate cases grant compensation in lieu of reinstatement keeping in view the length of service rendered by a workman, the wages that she was receiving during that period, which would meet the ends of justice. In the instant case, the Complainant was working with Respondent as packer on daily wages since 14-7-1996 on piece rated basis without any fixed duty timing as admitted by her in the cross examination and had put in about 14 years of service since the date of her termination on 27-6-2010 and the said termination had taken place about 22 years ago. None of the parties have produced the letter of appointment or her age on record. There is no dispute that the Complainant is daily wage piece rated workman and therefore is not entitled to reinstatement in service at this distance of time as held in the case of **Santosh Shirodkar**, supra.

36. There is no dispute that the Complainant was summarily terminated without paying any legal dues as stipulated under Section 25-F of the Industrial Disputes Act. The Complainant was drawing wages of Rs. 103/- per day. Therefore, considering that the Complainant had put in services of about 14 years on the date of termination and that she was unemployed for last 8 years from the date of termination and that the Complainant was earning around Rs. 103/- per day i.e. Rs. 2,678/- for 26 days of the month considering that she was daily wage piece rated worker, it would translate into salary of Rs. 32,136/- per annum and making a reasonable allowance for appropriate escalation, an average salary of Rs. 35,000 per annum can be

reckoned for the purposes of arriving at the amount of compensation, which would be around Rs. 2,80,000/- (Rupees Two lakhs eighty thousand only) representing wages for about 8 years and considering that the Respondent has violated provisions of Section 25-F of the Act, so also the nature of appointment, the length of service and the time taken to settle the dispute, ends of justice would be met, if the Complainant is paid a lumpsum monetary compensation of Rs. 2,80,000/- (Rupees Two lakhs eighty thousand only), which would be just, proper and equitable in the facts and circumstances of the case. Hence, the above issue is answered accordingly.

37. In the result, I pass the following:

ORDER

- (i) The complaint stands allowed.
- (ii) It is hereby held that the action of the Respondent in refusal of employment/termination of the services of the Complainant, Smt. Tarika D. Chari w.e.f. 27-06-2010 is in violation of Section 33 of the Industrial Disputes Act and hence illegal, unjustified and bad in law.
- (iii) The Respondent is directed to pay monetary compensation of Rs. 2,80,000/- (Rupees Two lakhs eighty thousand only) to the Complainant, Smt. Tarika D. Chari within 60 days of the publication of the Award, failing which the Respondent shall pay an interest @ 9% per annum.
- (iv) Inform the Government accordingly.

Sd/-

(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/3/2018-LAB/Part-I/370

The following Order passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 10-05-2018 in reference No. C-IT/28/10 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 06th June, 2018.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT GOVERNMENT OF GOA AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Case No. C-IT/28/10

Smt. Kalyani P. Gaude,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
Ponda, Goa.

... Complainant

V/s

M/s. Goa Bagayatdar Sahakari
Kharedi Vikri Sauntha Maryadit,
Ponda, Goa.

... Respondent

Complainant/Party I represented by Ld. Adv. Shri S. P. Gaonkar.

Respondent/Party II represented by Ld. Adv. Shri A. V. Nigalye.

ORDER

(Delivered on this the 10th day of the month
of May of the year 2018)

This is a complaint filed under Section 33-A of the Industrial Disputes Act, 1947.

2. In short, the case of the Complainant is that the Complainant was working as Packer continuously with the Respondent since 1-8-1995. The Union on 07-5-2010 made a representation before the Managing Director of the Respondent to stop the illegal deduction so ordered by the Respondent from the earned wages, however no action was taken and it continued to illegally deduct amounts from the earned wages and after the receipt of the said letter, the management started harassing and threatening the workers. The Union thereafter raised a dispute before the Assistant Labour Commissioner, Ponda to intervene in the matter. The Managing Director called and threatened them that if they do not withdraw the dispute raised before ALC, Ponda, then they must not attend the duty from the next date and if they attend the duty they would be transferred. The Union thereafter issued another letter dated 19-06-2010 to the Managing Director requesting him to stop the harassment and to take necessary action in the matter of illegal deductions and non-payment of the minimum wages.

3. The Officer of the Respondent, Shri Satish Prabhu informed her not to attend the duty from 27-06-2010 and orally terminated her services without any notice or one month's notice pay and

that no gratuity, retrenchment compensation was paid to her at the time of refusal of her employment as required under the law. It is also claimed that the matter regarding regularization of her services is pending before the Hon'ble Tribunal under Reference No. IT/36/2003 and therefore the Respondent have violated Section 33 of the Industrial Disputes Act, 1947 at the time of refusing her employment. The Complainant on 30-06-2010 wrote a letter to the Managing Director of the Respondent informing him the position and explaining him that Shri Satish Prabhu had directed her not to join the duty and had also informed him that the matter in respect of regularization of her services is pending before the Industrial Tribunal under Ref. No. IT/36/2003 and hence, the refusal of employment is illegal. The management had not filed any approval application nor obtained the permission from the appropriate authority. The refusal of employment/termination is illegal, unjustified and bad in law and the Complainant is entitled for reinstatement with full back wages and continuity of service. Hence, the complaint.

4. The Respondent filed a written statement inter-alia contending that the Complaint is not maintainable in law and on facts of the case and that the Hon'ble Tribunal has no jurisdiction to entertain and decide the complaint. The Respondent is a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa and now governed by the Goa Co-operative Societies Act, 2001. The Hon'ble Tribunal gets jurisdiction under Section 33-A of the Industrial Disputes Act during the pendency of proceedings before it and that they have not contravened the provisions of Section 33 of the Act nor discharged or dismissed the Complainant for misconduct or altered conditions of her service during the pendency of proceedings before the Hon'ble Tribunal. The Complainant through her Union raised an industrial dispute in respect of the same matter relating to alleged termination of her service and that the Conciliation Officer also started conciliation proceedings purportedly under Section 12 of the Industrial Disputes Act, 1947 and that the Complainant/Union withdrew the said proceedings and filed the present complaint. The Complainant has also filed an application under Section 4 of the Goa Shops and Establishments Act, 1973 before the Authority appointed under the said Act.

5. The Respondent are engaged in the purchase and sale of agricultural produce such as areca nuts, coconuts, cashew, spices and other agricultural products produced by its members and other

agriculturists in Goa to provide remunerative prices to the agriculturists and horticulturists for their produce and that they are also engaged in the sale of consumer and other goods in order to provide the said goods to the public at reasonable rates. The activities of the Respondent are aimed at reducing the dependence of farmers and the general public on middlemen and private traders. They also engaged in social service and that earning profit is not its motivating force or its aim or object. They are also engaged in educating the farmers about advanced technology and other matters relating to agriculture and that these activities are carried out through its Head office and branches situated in different parts of Goa and for the said purpose, the Respondent has employed workers in different grades and categories for performing various types of functions assigned to them from time to time.

6. The Respondent has employed some persons who are engaged on piece rate and casual basis and are employed for cleaning the grains, cereals and other similar materials, weigh the said materials and pack them in packets of specific weights. They are paid on piece rated basis in accordance with their output i.e. the packets packed by them. They are neither daily rated, weekly rated or monthly rated employees of the Respondent. They are offered employment as and when available. They have no fixed working hours and they are free to attend the work as per their convenience. Normally, they approach the office of the Respondent in the morning hours at the time of opening and they are allotted work, if available. They are paid at the end of the week as per the volume of packets packed by them. They are not employed on any sanctioned post and they are not entitled to any other benefit like wage scales, leave, etc. like other regular employees. The service rules of the society are also not applicable to them, they being piece rated employees. The eligibility criteria for employment of regular employees are not applicable to them as they do not have any lien on service or right for regular employment in the services of the Respondent.

7. The Complainant was one of such persons employed at its Head office branch at Ponda, Goa on piece-rate and casual basis and that she has no legal right for regular appointment in service of the Respondent. It is an established practice in the organization of the Respondent that whenever shortages are noticed in a particular establishment, such shortages are recovered from persons working in that establishment by proportionately making deductions from their wages and as the

Complainant was employed at the said Branch, it was decided to make proportionate deductions from her wages also as per the existing practice. However, the Complainant and some other persons working with her resented to the deductions and raised a false dispute through Gomantak Mazdoor Sangh. The Respondent has not terminated the service of the Complainant nor discharged or dismissed her for misconduct and that Section 33 of the Industrial Disputes Act has no relation to the present case.

8. The Complainant filed a rejoinder at Exhibit 5 denying the case put forth by Respondent in the written statement.

9. Issues that came to be framed at Exh. 6 are as follows:

- (1) Whether the Party I/Applicant proves that she was in continuous service in the establishment of the Respondent since 17-8-97? (*sic.* 1.8.1995)
- (2) Whether the Party I/Applicant proves that her services were orally terminated on 27-6-10 as the union had demanded for payment of minimum wages?
- (3) Whether the Party I/Applicant proves that the termination is in contravention of Section 33 of the Industrial Disputes Act?
- (4) Whether the Party I/Applicant proves that her termination is illegal and unjustified?
- (5) Whether the Party II/Respondent proves that the Tribunal has no jurisdiction to deal with the matter relating to the employee of the Co-operative Societies?
- (6) What relief? What order?

10. In support, the Complainant, Kalyani Gaude examined herself and produced on record a copy of letter dated 6-4-2002 to the General Secretary, Gomantak Mazdoor Sangh at Exh. 11, a copy of order of reference dated 2-7-2003 at Exh. 12, a copy of letter dated 7-5-2010 to the Managing Director of Respondent along with notice dated 15-4-2010 at Exh. 13, a copy of letter dated 7-5-2010 to the ALC, Ponda at Exh. 14, a copy of letter dated 15-6-2010 to ALC, Ponda regarding minimum wages at Exh. 15, a copy of letter dated 19-6-2010 to Managing Director of Respondent at Exh. 16, a copy of letter dated 28-6-2010 to ALC at Exh. 17, a copy of letter dated 30-6-2010 to Managing Director of Respondent at Exh. 18, a copy of letter dated 28-8-2010 to the Labour Commissioner in respect of violation of Section 25H of ID Act at Exh. 19. The Complainant also examined Shri P. Gaonkar and produced on record a copy of Form 6-A for the period from 1st March 2010 to Feb. 2011 at Exh. 41.

11. On the other hand, the Respondent examined Shri Ulhas Anant Umarye as their witness and produced on record the copies of the documents showing wages of the packers at Exh. 23 colly, a copy of PF contribution of the workers at Exh. 24 colly, a copy of Provident Fund returns filed by Party II at Exh. 25 colly, a copy of Service rules of Party II at Exh. 26, a copy of the claim statement, written statement, rejoinder and the evidence recorded in reference No. IT/36/03 at Exh. 27 colly, copies of the application filed before the Commissioner of Labour and other documents at Exh. 28 colly, a copy of letter dated 28-6-2010 to Assistant Labour Commissioner, Ponda at Exh. 29, a copy of letter dated 27-9-2010 to the Labour Inspector, Ponda at Exh. 30, copies of Roznama along with minutes of meeting held on 11-8-2010 before Commissioner of Labour at Exh. 31 colly, a copy of Award dated 16-4-2012 at Exh. 32, a copy of written statement at Exh. 32'A', copies of P.F. Returns at Exh. 33 colly and copies of packing register at Exh. 34 colly.

12. Heard arguments. Notes of Written arguments came to be placed on record by the parties.

13. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

- | | |
|-----------------|---------------------|
| Issue No. 1 ... | In the Affirmative. |
| Issue No. 2 ... | In the Affirmative. |
| Issue No. 3 ... | In the Affirmative. |
| Issue No. 4 ... | In the Affirmative. |
| Issue No. 5 ... | In the Negative. |
| Issue No. 6 ... | As per final order. |

REASONS

Issue No. 1:

14. Learned Adv. Shri S. P. Gaonkar for the Complainant has submitted that the workman has worked for more than 240 days in the preceding year and therefore is in continuous service within the meaning of Section 25-B of the Industrial Disputes Act which has been proved by documents at Exh. 24 colly, Exh. 34 colly and Exh. 41. He therefore submitted that the Complainant was in continuous service in the establishment of the Respondent since 1-8-1995. He further submitted that for workers who have been in employment from long, their cases would be covered under Section 25-B(1) of the Act and there is no need for such workers to prove that they have actually worked for 240 days in the last preceding twelve months prior to the date of termination. The Complainant had worked for nearly 15 years and

hence her case would be covered under Section 25-B(1) and therefore, there is no need to prove that she actually worked for 240 days before her retrenchment and in support thereof, he relied upon the case of **Sarita S. Melwani (Mrs) vs. Pallavi V. Talekar & Ors., 2008 (1) MhLJ 522.**

15. Per contra, Ld. Adv. A. V. Nigalye for the Respondent has submitted that the term 'continuous service' is defined in Section 25-B of the Industrial Disputes Act and in terms of the said provision, a workman shall be deemed to be in continuous service for a period of one year, if she, during the period of 12 calendar months preceding the date to which calculation is to be made, has actually worked under the employer for not less than two hundred and forty days. The calculation in the present case, has therefore, to be made from 26-6-2009 and the Complainant has to prove that she has put in a service of 240 days from 26-6-2009 till 26-6-2010 i.e. the date of her alleged termination. He further submitted that the Complainant has not been able to prove that she has worked for 240 days and that the retrenchment for non compliance of Section 25-F of the Industrial Disputes Act is illegal. The precondition for applicability of Section 25-F is that the workman should be in continuous service and should have worked for 240 days during 12 calendar months prior to the date of termination and the burden of proving the said issue is on the Complainant which she has failed to establish and therefore, the above issue may be decided against the Complainant.

16. There cannot be any dispute that the Complainant has been working for last 15 years continuously in the establishment of the Respondent as packer since 1-8-1995 as stated in the claim statement. The Respondent has however claimed that the Complainant was employed on piece rated and casual basis and not in regular employment. Section 25-B(1) is a deeming fiction which includes actual days in service which has been proved by the Complainant by producing the documents at Exh. 24 colly, which are Employees Provident Fund contributions for the period from March, 2009 to Feb. 2010, Packing registers at Exh. 34 colly and Form 6-A for the period from 1st March 2010 to Feb. 2011 at Exh. 41. Moreover, Section 25-B of the Act will not attract in the present case as Section 25-B which is under Chapter V-A of the Industrial Disputes Act is applicable only for the cases of lay-off and retrenchment as Section 25-B opens with the words 'for the purposes of the Chapter'. It is therefore clear that the Section 25-B applies only when claim is made under Chapter V-A of the Act. Moreover, to take benefit

of Section 25-F under Chapter V-A, the workman must show that she has been in continuous service for 'one year or more', which is not applicable to the case at hand as the cases for dismissal or misconduct with or without domestic enquiry are covered under Section 11-A of the Industrial Disputes Act and have no relation to Chapter V-A and therefore, the concept of 240 days as claimed by Ld. Adv. Shri Nigalye cannot be extended to the present case. The Complainant having proved that she had worked for nearly 15 years and that she was in employment from long, her case would be covered under Section 25-B(1) of the Act and there is no need for her to prove that she had actually worked for 240 days in the last preceding twelve months prior to the date of termination. The contention of Ld. Adv. Shri A. V. Nigalye as stated above therefore pales into insignificance. The above issue No. 1 is answered in the affirmative.

Issue No. 2, 3 and 4:

17. Learned Adv. Shri Nigalye for the Respondent has submitted that the first hurdle that the workman has to cross is to show that there is a proceedings pending in the Industrial Tribunal and that she is a 'person concerned' in such a dispute and the workman has to further prove that she has been dismissed/discharged from service for misconduct or there has been an alteration in condition of her service. He further submitted that it is not the case of any of the parties in the proceeding that it is a case of discharge/dismissal for misconduct, on the contrary the entire emphasis of the Complainant is that the termination of service is by way of illegal retrenchment and it is a change or alteration in the condition of her service. He further submitted that it is a settled law that the retrenchment will not ordinarily amount to alteration of conditions of service and that the workman has to prove that there are malafides in the action of the employer. The Complainant has admitted in the cross examination that there was an enquiry before the deductions were ordered and that the deductions were in respect of shortages detected in the branch in respect of all employees. There was no malafide and therefore in the absence of malafides, the allegation that it is the case of retrenchment amounting to alteration of conditions of service and consequently, breach of Section 33 cannot be treated as established.

18. Per contra, Ld. Adv. Shri S. P. Gaonkar for the Complainant has submitted and rightly so that it is the case of the workman of oral termination amounting to refusal of employment and the workman has alleged as well as deposed that on

26-6-2010, Shri Satish Prabhu, Officer of the Respondent told them not to attend the duties from 27-6-2010 as the union had demanded minimum wages. The Complainant has produced on record a letter dated 30-6-2010 at Exh. 18 addressed to the Managing Director explaining how their Officer, Shri Satish Prabhu asked them not to come for work and that they have not been offered legal dues. The letter was not replied to and the employer completely ignored the said letter. Shri Ulhas Umarye has admitted that the Respondent has received the said letter. The Complainant therefore has discharged the burden of proving the oral termination. Said Shri Satish Prabhu who has orally terminated the services of Party I has not been examined and therefore adverse inference has to be drawn against the employer.

19. Needless to mention, the Union on behalf of the workmen has raised a dispute for regularization of their services and extension of all the benefits to the workmen which was registered as IT/36/2003 at Exh. 27 colly. The order of reference mentions the name of the Complainant at Sr. No. 6 and the said reference came to be decided by Award dated 16-4-2012 at Exh. 32. It is therefore clear that when the alleged services of the workmen were terminated on 26-6-2010, the dispute regarding regularization of the services was pending adjudication and no permission was sought of the Tribunal before termination of their services and hence, the action of the employer is in contravention of Section 33 of the Industrial Disputes Act. It is also well settled in the case of **The Bhavnagar Municipality vs. Alibhai Karimbhai and Ors., (1977) 2 SCC 350**, that when the employer resorts to retrenchment during the pendency of a dispute, the retrenchment amounts to alteration of conditions of service and such a case falls under Section 33(1)(a) of the Industrial Disputes Act as in the instant case, the employer refused employment during the pendency of their dispute for regularization under reference No. IT/36/03, which was a matter connected to their employment and therefore, the case falls under Section 33(1)(a) of the Act.

20. It is mandatory upon the Tribunal to adjudicate the complaint as if it was a dispute referred to or pending before it in accordance with provisions of the Industrial Disputes Act. The Complainant was refused employment as evident from the letter at Exh. 18 addressed to Shri Satish Prabhu and if the contents of the said letter were false or incorrect, the employer would have replied

to the said letter which was conveniently ignored by them. The case of the Complainant was oral termination of the services and it does not involve any document to that effect. Smt. Kalyani Gawade has deposed with regard to oral termination and therefore burden of proof has been sufficiently discharged by her. Shri Satish Prabhu who has orally terminated the services has not been examined on factum of oral termination of services and therefore adverse inference has to be drawn against the employer. The fact that in the cross examination it was asked that she was free to join Party II at any time shows that she has been refused employment. Shri Umarye has admitted that the letter at Exh. 18 by Smt. Kalyani Gawade was received by the management but denied that Shri Satish Prabhu asked the complainant not to join duty from 27-6-2010, however he could not have known what Mr. Satish Prabhu said to the complainant as the said conversation was exclusive between Shri Satish Prabhu and the complainant. It is therefore manifestly clear that the services of the complainant was orally terminated on 26-6-2010 on demanding payment of minimum wages and that the said termination is in contravention of Section 33 of the Industrial Disputes Act.

21. The evidence on record clearly shows that the services of the Complainant were orally terminated on 27-6-2010 as the Union had demanded payment of minimum wages. The Complainant has stated in the affidavit that she was working as a packer and was in continuous service since 1-8-1995 which is clear from her letter dated 30-6-2010 at Exh. 18 as well as in the statement of claim in reference No. IT/36/2003 and that the work carried out by her was of permanent nature. She also claimed that she was never given any appointment letter and that the Respondent illegally deducted their wages and therefore they made a representation before the management to stop the illegal deductions and soon thereafter the management started harassing and threatening them. She also claimed that they raised a dispute before the Assistant Labour Commissioner to intervene in the matter of illegal deductions and non-payment of minimum wages and that the Managing Director called and threatened them that if they do not withdraw the dispute, they must not attend the duty and eventually on 26-6-2010, Shri Satish Prabhu informed her not to attend the duty and as such orally terminated her services without any notice or legal dues. She admitted that the workers were paid on piece rated basis and they were not given appointment letter.

22. There is no dispute that Complainant was working as a packer with the establishment and that they were paid daily wages on piece rated basis and that there was no fixed duty timing for them. She also admitted in the cross examination that the deductions referred by her in the chief has been done in respect of all the workmen as there were shortages preceded by an enquiry. She also admitted that they were not given appointment letters by the Respondent. She denied the suggestion that they were not removed from the services and that they have absented themselves on their own. The said statement cannot be accepted on account of the succeeding statement in the cross examination that she was free to join the Respondent at any time as nobody has removed her from the job. The evidence therefore clearly shows that the service of Complainant was orally terminated on 26-6-2010 and the termination was in contravention of Section 33 of Industrial Disputes Act which is illegal and unjustified. It is therefore the contention of Ld. Adv. Shri Nigalye for the Respondent as stated above pales into insignificance.

23. Ld. Adv. Shri A. V. Nigalye for Respondent has submitted that the Complaint itself is not maintainable as it has been pleaded that the union has raised an industrial dispute before the Conciliation Officer in respect of the same matter relating to the termination of the services and the Conciliation Officer had started proceedings purportedly under Section 12 of the Industrial Disputes Act and that she subsequently withdrew the said proceedings and filed the present complaint. He further submitted that when there exists multiple remedies in different jurisdiction and the party avails of a remedy in one of the jurisdictions, the proceedings must be pursued to its logical end and should not be given up in the middle and start another proceeding under another provision or in another jurisdiction and that Complainant having availed a remedy under Section 12, she is barred from initiating another proceedings under Section 33-A of the Industrial Disputes Act. He further submitted that she also filed an application under Goa Shops and Establishments Act at Exh. 28 colly before the authority appointed under the said Act in respect of same subject matter and therefore it is evident that the Complainant has filed the proceedings in different jurisdiction and under different enactments in respect of the same claim which is not permissible and in support thereof, he relied upon the case of **Agra District Co-operative Bank Ltd., vs. Prescribed Authority, Labour Court, U. P. and others**, AIR 2001 SC 239.

24. Per contra, Ld. Adv. Shri S. P. Gaonkar for Complainant has submitted and rightly so, that the employer has not claimed that the proceedings under the Industrial Disputes Act are barred because of the proceedings before the Conciliation Officer under Section 12 of the Industrial Disputes Act which was later on withdrawn or under Goa Shops and Establishments Act, 1973 more particularly when Goa Shops and Establishments Act cannot override a central legislation. The course adopted by the Complainant of approaching the authority under Goa Shops and Establishments Act and subsequently filing the present complaint has no effect on the maintainability of the complaint filed in the present case as the doctrine of election which mandates that a litigant must pursue only one remedy, if many are available has no application when both remedies are concurrent and if there is no inconsistency between the remedies as held in the case of **Transcore vs. Union of India and Another**, (2008) 1 SCC 125 and therefore the reliance placed by Ld. Adv. Shri A. V. Nigalye on the case of **Agra District Co-operative Bank Ltd.**, supra is not applicable to the case at hand as the said decision does not lay down any principle regarding subsequent remedy being barred. Moreover, it is nowhere the case of the Complainant that the complaint under Section 33-A is barred because the workman has preferred an appeal under Shops and Establishments Act. It is therefore the above argument of Ld. Adv. Shri Nigalye cannot be accepted having any merits.

25. Ld. Adv. Shri Nigalye has also submitted that Section 33-A of Industrial Disputes Act is not applicable in cases of termination simpliciter. Relying upon the case of **Air India Corporation vs. V. A. Rebellow**, 1972(1) SCC 814, he submitted that the ban is imposed only in regard to action for misconduct whether connected or unconnected with the dispute. The employer is, therefore, free to take action against his workman, if it is not based on any misconduct on their part. He therefore submitted that Section 33 of the Act is not attracted in the case of termination simpliciter. He further submitted that merely because discharge for misconduct is permitted with certain restrictions, it could never have been intended to prohibit simple discharge totally. He further submitted that when orders being of terminated simpliciter and the services of the workman were not terminated on the ground of misconduct, the application under Section 33-A is not maintainable as held in the cases of (i) **Rajasthan SRTC vs. Satya Prakash**, 2013 (9) SCC 232 and (ii) **National Machinery Manufacturers Ltd. vs. P.D Vyasa**, AIR 1964 Bom 184.

26. Per contra, Ld. Adv. Shri S. P. Gaonkar has submitted and rightly so that the mandate under Section 33-A read with Section 33 of Industrial Disputes Act, 1947 has been explained by the Constitutional Bench of the Apex Court in the case of **Jaipur Zilla Sahakari Bhoomi Vikas Bank Ltd. vs. Ram Gopal Sharma & Ors.**, (2002) 2 SCC 244. He also submitted that the present case of the Complainant falls specifically under Section 33(1)(a) which reads that no employer, during the pendency of any conciliation proceeding before the Conciliation Officer or any proceeding before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute shall in regard to any matter connected with the dispute, alter, to the prejudice of the workman concerned in such dispute, the condition of service applicable to them immediately before the commencement of such proceedings; and not Section 33(1)(b) for any misconduct connected with the dispute, since it is the case of the workman that employer had refused employment during the pendency of their industrial dispute for regularization bearing No. IT/36/2003 which was a matter connected to their employment, in which the employer has altered the condition of service.

27. When the employer resorts to retrenchment during the pendency of the dispute, the retrenchment amounts to alteration of condition of service as held in the case of **Bhavnagar Municipality**, supra. The reliance placed by Ld. Adv. Shri Nigalye on the cases above including that of **Air India Corporation**, supra is not applicable to the case at hand as in that case the employer had clearly alleged that the pending dispute had no connection with termination of the workman for which a complaint under Section 33-A was filed by him. Moreover, in the said case they were concerned only with the ban imposed against the order of discharge or punishment as contemplated by Clause (b) of the two sub-sections and there were no allegations of alteration of terms of service of complainant, unlike in the present case as the Apex Court was not dealing with the situation under Section 33(1)(a) and therefore the said case does not alter the position laid down by the Apex Court in the case of **Bhavnagar Municipality**, supra.

28. The reliance placed in the case of **Rajasthan SRTC**, supra is also not applicable to the case at hand as the question which arose for the consideration of the Apex Court was as to whether the Tribunal was right in awarding reinstatement with continuity in service in the proceedings under Section 33-A of the Act which arose out of initial

breach of Section 33(2)(b) of the Act and the said case was a case of misconduct and falls under Section 33(2)(b), unlike the present case which is under Section 33(1)(a) and therefore it is also not applicable. The reliance placed in the case of **National Machinery Manufactures Ltd.**, supra also suffers from the same shortcoming as it is not a case under Section 33(1)(a) as the Hon'ble Bombay High Court while discussing Section 33 has in express terms has stated that the case does not deal with Section 33(1)(a) and has recognised while discussing the scope of Section 33, the absolute bar to alter conditions of service under Section 33(1)(a). It is therefore the contention of Ld. Adv. Shri Nigalye and the reliance placed on the citations above cannot be accepted nor it can be said that Section 33-A is not applicable in cases of termination simpliciter as claimed by him.

29. Ld. Adv. Shri Nigalye has further submitted that the allegations in the complaint regarding the alleged breach of Section 33 are vague and ambiguous and though in the rejoinder, a passing reference is made regarding contravention of Section 33(1)(a) of Industrial Disputes Act, it does not form part of the pleadings. He further submitted that the contention of the Complainant that in terms of Rule 10(B) of the Industrial Disputes (Central) Rules, 1957, there is a provision for filing a rejoinder by party raising a dispute and therefore a rejoinder is a part of the pleadings cannot be accepted in view of settled position of law and in support thereof, he relied the cases of (i) **Citizen Aster Co-operative Housing Soc. Ltd. vs. Fredrick J. D'Souza**, 2005 (2) Bom CR 647 and (ii) **State of Maharashtra vs. Prakash Patil**, 2006 (1) ALL MR 567.

30. However, as rightly submitted by Ld. Adv. Shri S. P. Gaonkar for the Complainant Rule 10-B(4) of Industrial Disputes (Central) Rules, 1957, specifically provides for submitting a rejoinder, if a party chooses to do so to the written statement by a party raising a dispute, unlike in Civil Procedure Code 1908 which has no provision for filing such a rejoinder and therefore, statutory pleadings like the rejoinder cannot be ignored as elaborated by her in para 4 of the rejoinder. Moreover, at para 13 of the complaint, she has clearly alleged that there is a violation of Section 33 and at para 10 all the foundational facts have been pleaded and since the foundation facts have been pleaded in the complaint, there would be no effect of whether it is taken in the rejoinder or not and therefore, the submission of Ld. Adv. Shri Nigalye and the reliance placed on the above citations will pale into insignificance. The Complainant has sufficiently

proved that her services were orally terminated on 26-6-2010 as the Union had demanded payment of minimum wages and that her termination is in contravention of Section 33 of the Industrial Disputes Act and therefore is illegal and unjustified. It is therefore issues No. 2, 3 and 4 are answered in the affirmative.

Issue No. 5:

31. Ld. Adv. Shri A. V. Nigalye for the Respondent has fairly submitted that in view of the judgment rendered by Hon'ble High Court of Bombay in the case of **Maharashtra State Co-operative Housing Finance Corporation Limited vs Prabhakar Sitaram Bhadange, (2017) 5 SCC 623**, the Respondent does not press for issue No. 5 that the Tribunal has no jurisdiction to deal with the matter relating to the employee of the Co-operative Societies. It is therefore, the above issue No. 5 is answered accordingly.

Issue No. 6:

32. Ld. Adv. Shri S. P. Gaonkar for Complainant has submitted that there is violation of Section 33 of Industrial Disputes Act as the services of the Complainant have been terminated without compliance of Section 25-F of the Act and therefore the necessary relief should be reinstatement with full back wages as it has come on record that the Complainant is not gainfully employed anywhere and is of employable age and therefore, the Tribunal must consider relief of reinstatement with full back wages on the basis of last drawn salary. He further submitted that Section 11-A of the Industrial Disputes Act gives complete discretion to the Tribunal to give relief as it deems fit and while doing so the Tribunal should take into account the factors namely, long service from 1995 onwards; perennial nature of work i.e. packing; case of victimization since removed for demanding minimum wages; no delay in filing complaints; workmen are of employable age; non-employment for so many years resulted in financial deprivation, and in line with law laid down by Apex Court in the case of **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidhyalaya (D.ED) & Ors., (2013) 10 SCC 324**, the Complainant must be reinstated with full back wages.

33. Per contra, Ld. Adv. Shri Nigalye for Respondent has submitted that the Complainant is a piece rated employee and her status is even lower than a daily wager and it is well settled that a daily wager is not appointed to a post and she cannot claim reinstatement in service which would also apply to a piece rated worker. He further

submitted that there is nothing on record even a letter from her to the Respondent or any application filed to that effect before the Tribunal that she made any efforts to join the duties as claimed by her during her cross examination. The Complainant therefore is not entitled for any relief and in support thereof, he relied upon the cases of (i) **Santosh R. Shirodkar vs. Sanquelim Municipal Council, through its Chief Officer, 2017 0 Supreme(Mah) 1579**; (ii) **In-charge Officer and Another vs. Shankar Shetty, (2010) 9 SCC 126**.

34. The question therefore is what reliefs the Party I is entitled to, once it is held that the discharge/termination is illegal, whether the Party I is entitled for re-instatement with full back wages and continuity in service with consequential benefits attached to the post or adequate monetary compensation in lieu of reinstatement and back wages.

35. It has been consistently held by the Hon'ble Apex Court that relief by way of reinstatement with back wages is not automatic, even if termination of an employee is found to be illegal or is in contravention of the prescribed procedure and that monetary compensation in lieu of reinstatement and back wages in cases of such a nature may be appropriate. It is also well settled that the Court in appropriate cases grant compensation in lieu of reinstatement keeping in view the length of service rendered by a workman, the wages that she was receiving during that period, which would meet the ends of justice. In the instant case, the Complainant was working with Respondent as packer on daily wages since 1-8-1995 on piece rated basis without any fixed duty timing as admitted by her in the cross examination and had put in about 15 years of service since the date of her termination on 27-6-2010 and the said termination had taken place about 23 years ago. None of the parties have produced the letter of appointment or her age on record. There is no dispute that the Complainant is daily wage piece rated workman and therefore is not entitled to reinstatement in service at this distance of time as held in the case of **Santosh Shirodkar, supra**.

36. There is no dispute that the Complainant was summarily terminated without paying any legal dues as stipulated under Section 25-F of the Industrial Disputes Act. The Complainant was drawing wages of Rs. 103/- per day. Therefore,

considering that the Complainant had put in services of about 15 years on the date of termination and that she was unemployed for last 8 years from the date of termination and that the Complainant was earning around Rs. 103/- per day i.e. Rs. 2,678/- for 26 days of the month considering that she was daily wage piece rated worker, it would translate into salary of Rs. 32,136/- per annum and making a reasonable allowance for appropriate escalation, an average salary of Rs. 35,000 per annum can be reckoned for the purposes of arriving at the amount of compensation, which would be around Rs. 2,80,000/- (Rupees Two lakhs eighty thousand only) representing wages for about 8 years and considering that the Respondent has violated provisions of Section 25-F of the Act, so also the nature of appointment, the length of service and the time taken to settle the dispute, ends of justice would be met, if the Complainant is paid a lumpsum monetary compensation of Rs. 2,80,000/- (Rupees Two lakhs eighty thousand only), which would be just, proper and equitable in the facts and circumstances of the case. Hence, the above issue is answered accordingly.

37. In the result, I pass the following:

ORDER

- (i) The complaint stands allowed.
- (ii) It is hereby held that the action of the Respondent in refusal of employment/termination of the services of the Complainant, Smt. Kalyani P. Gaude w.e.f. 27-06-2010 is in violation of Section 33 of the Industrial Disputes Act and hence illegal, unjustified and bad in law.
- (iii) The Respondent is directed to pay monetary compensation of Rs. 2,80,000/- (Rupees Two lakhs eighty thousand only) to the Complainant, Smt. Kalyani P. Gaude within 60 days of the publication of the Award, failing which the Respondent shall pay an interest @ 9% per annum.
- (iv) Inform the Government accordingly.

Sd/-

(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/3/2018-LAB/Part-I/369

The following Order passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 10-05-2018 in reference No. C-IT/29/10 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 06th June, 2018.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Case No. C-IT/29/2010

Smt. Rita G. Veliskar,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
Ponda, Goa. ... Complainant

V/s

M/s. Goa Bagayatdar Sahakari
Kharedi Vikri Saunstha Maryadit,
Ponda, Goa. ... Respondent

Complainant represented by Ld. Adv. Shri S. P. Gaonkar.

Respondent represented by Ld. Adv. Shri A. V. Nigalye.

ORDER

(Delivered on this the 10th day of the month
of May of the year 2018)

This is a complaint filed under Section 33-A of the Industrial Disputes Act, 1947.

2. In short, the case of the Complainant is that the Complainant was working as Packer continuously with the Respondent since 17-08-1997. The Union on 07-5-2010 made a representation before the Managing Director of the Respondent to stop the illegal deduction so ordered by the Respondent from the earned wages, however no action was taken and it continued to illegally deduct amounts from the earned wages and after the receipt of the said letter, the management started harassing and threatening the workers. The

Union thereafter raised a dispute before the Assistant Labour Commissioner, Ponda to intervene in the matter. The Managing Director called and threatened them that if they do not withdraw the dispute raised before ALC, Ponda, then they must not attend the duty from the next date and if they attend the duty they would be transferred. The Union thereafter issued another letter dated 19-06-2010 to the Managing Director requesting him to stop the harassment and to take necessary action in the matter of illegal deductions and non-payment of the minimum wages.

3. The Officer of the Respondent, Shri Satish Prabhu informed her not to attend the duty from 27-06-2010 and orally terminated her services without any notice or one month's notice pay and that no gratuity/retrenchment compensation was paid to her at the time of refusal of her employment as required under the law. It is also claimed that the matter regarding regularization of her services is pending before the Hon'ble Tribunal under Reference No. IT/36/2003 and therefore the Respondent have violated Section 33 of the Industrial Disputes Act, 1947 at the time of refusing her employment. The Complainant on 30-06-2010 wrote a letter to the Managing Director of the Respondent informing him the position and explaining him that Shri Satish Prabhu had directed her not to join the duty and had also informed him that the matter in respect of regularization of her services is pending before the Industrial Tribunal under Ref. No. IT/36/2003 and hence, the refusal of employment is illegal. The management had not filed any approval application nor obtained the permission from the appropriate authority. The refusal of employment/termination is illegal, unjustified and bad in law and the Complainant is entitled for reinstatement with full back wages and continuity of service. Hence, the complaint.

4. The Respondent filed a written statement inter-alia contending that the Complaint is not maintainable in law and on facts of the case and that the Hon'ble Tribunal has no jurisdiction to entertain and decide the complaint. The Respondent is a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa and now governed by the Goa Co-operative Societies Act, 2001. The Hon'ble Tribunal gets jurisdiction under Section 33-A of the Industrial Disputes Act during the pendency of proceedings before it and that they have not contravened the provisions of Section 33 of the Act nor discharged or dismissed the Complainant for misconduct or altered conditions of her service during the pendency of proceedings

before the Hon'ble Tribunal. The Complainant through her Union raised an industrial dispute in respect of the same matter relating to alleged termination of her service and that the Conciliation Officer also started conciliation proceedings purportedly under Section 12 of the Industrial Disputes Act, 1947 and that the Complainant/Union withdrew the said proceedings and filed the present complaint. The Complainant has also filed an application under Section 4 of the Goa Shops and Establishments Act, 1973 before the Authority appointed under the said Act.

5. The Respondent are engaged in the purchase and sale of agricultural produce such as areca nuts, coconuts, cashew, spices and other agricultural products produced by its members and other agriculturists in Goa to provide remunerative prices to the agriculturists and horticulturists for their produce and that they are also engaged in the sale of consumer and other goods in order to provide the said goods to the public at reasonable rates. The activities of the Respondent are aimed at reducing the dependence of farmers and the general public on middlemen and private traders. They also engaged in social service and that earning profit is not its motivating force or its aim or object. They are also engaged in educating the farmers about advanced technology and other matters relating to agriculture and that these activities are carried out through its Head office and branches situated in different parts of Goa and for the said purpose, the Respondent has employed workers in different grades and categories for performing various types of functions assigned to them from time to time.

6. The Respondent has employed some persons who are engaged on piece rate and casual basis and are employed for cleaning the grains, cereals and other similar materials, weigh the said materials and pack them in packets of specific weights. They are paid on piece rated basis in accordance with their output i.e. the packets packed by them. They are neither daily rated, weekly rated or monthly rated employees of the Respondent. They are offered employment as and when available. They have no fixed working hours and they are free to attend the work as per their convenience. Normally, they approach the office of the Respondent in the morning hours at the time of opening and they are allotted work, if available. They are paid at the end of the week as per the volume of packets packed by them. They are not employed on any sanctioned post and they are not entitled to any other benefit like wage scales, leave, etc. like other regular employees. The service rules

of the society are also not applicable to them, they being piece rated employees. The eligibility criteria for employment of regular employees are not applicable to them as they do not have any lien on service or right for regular employment in the services of the Respondent.

7. The Complainant was one of such persons employed at its Head office branch at Ponda, Goa on piece-rate and casual basis and that she has no legal right for regular appointment in service of the Respondent. It is an established practice in the organization of the Respondent that whenever shortages are noticed in a particular establishment, such shortages are recovered from persons working in that establishment by proportionately making deductions from their wages and as the Complainant was employed at the said Branch, it was decided to make proportionate deductions from her wages also as per the existing practice. However, the Complainant and some other persons working with her resented to the deductions and raised a false dispute through Gomantak Mazdoor Sangh. The Respondent has not terminated the service of the Complainant nor discharged or dismissed her for misconduct and that Section 33 of the Industrial Disputes Act has no relation to the present case.

8. The Complainant filed a rejoinder at Exhibit 5 denying the case put forth by Respondent in the written statement.

9. Issues that came to be framed at Exh. 6 are as follows:

- (1) Whether the Party I/Applicant proves that she was in continuous service in the establishment of the Respondent since 17-8-97?
- (2) Whether the Party I/Applicant proves that her services were orally terminated on 27-6-10 as the union had demanded for payment of minimum wages?
- (3) Whether the Party I/Applicant proves that the termination is in contravention of Section 33 of the Industrial Disputes Act?
- (4) Whether the Party I/Applicant proves that her termination is illegal and unjustified?
- (5) Whether the Party II/Respondent proves that the Tribunal has no jurisdiction to deal with the matter relating to the employee of the Co-operative Societies?
- (6) What relief? What order?

10. In support, the Complainant, Rita Veliskar examined herself and produced on record a copy of letter dated 6-4-2002 to the General Secretary, Gomantak Mazdoor Sangh at Exh. 11, a copy of order of reference dated 2-7-2003 at Exh. 12, a copy of letter dated 7-5-2010 to the Managing Director of Respondent along with notice dated 15-4-2010 at Exh. 13, a copy of letter dated 7-5-2010 to the ALC, Ponda at Exh. 14, a copy of letter dated 15-6-2010 to ALC, Ponda regarding minimum wages at Exh. 15, a copy of letter dated 19-6-2010 to Managing Director of Respondent at Exh. 16, a copy of letter dated 28-6-2010 to ALC at Exh. 17, a copy of letter dated 30-6-2010 to Managing Director of Respondent at Exh. 18, a copy of letter dated 28-8-2010 to the Labour Commissioner in respect of violation of Section 25H of ID Act at Exh. 19. The Complainant also examined Shri P. Gaonkar and produced on record a copy of Form 6-A for the period from 1st March 2010 to Feb. 2011 at Exh. 42.

11. On the other hand, the Respondent examined Shri Ulhas Anant Umarye as their witness and produced on record the copies of the documents showing wages of the packers at Exh. 23 colly, a copy of PF contribution of the workers at Exh. 24 colly, a copy of Provident Fund returns filed by Party II at Exh. 25 colly, a copy of Service rules of Party II at Exh. 26, a copy of the claim statement, written statement, rejoinder and the evidence recorded in reference No. IT/36/03 at Exh. 27 colly, copies of the application filed before the Commissioner of Labour and other documents at Exh. 28 colly, a copy of letter dated 28-6-2010 to Assistant Labour Commissioner, Ponda at Exh. 29, a copy of letter dated 27-9-2010 to the Labour Inspector, Ponda at Exh. 30, copies of Roznama along with minutes of meeting held on 11-8-2010 before Commissioner of Labour at Exh. 31 colly, a copy of Award dated 16-4-2012 at Exh. 32, a copy of written statement at Exh. 33, copies of PF. Returns at Exh. 34 colly and copies of packing register at Exh. 35 colly.

12. Heard arguments. Notes of Written arguments came to be placed on record by the parties.

13. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

- | | |
|-----------------|---------------------|
| Issue No. 1 ... | In the Affirmative. |
| Issue No. 2 ... | In the Affirmative. |
| Issue No. 3 ... | In the Affirmative. |
| Issue No. 4 ... | In the Affirmative. |
| Issue No. 5 ... | In the Negative. |
| Issue No. 6 ... | As per final order. |

REASONS

Issue No. 1:

14. Learned Adv. Shri S. P. Gaonkar for the Complainant has submitted that the workman has worked for more than 240 days in the preceding year and therefore is in continuous service within the meaning of Section 25-B of the Industrial Disputes Act which has been proved by documents at Exh. 24 colly, Exh. 34 colly, 35 colly and Exh. 42. He therefore submitted that the Complainant was in continuous service in the establishment of the Respondent since 17-8-1997. He further submitted that for workers who have been in employment from long, their cases would be covered under Section 25-B(1) of the Act and there is no need for such workers to prove that they have actually worked for 240 days in the last preceding twelve months prior to the date of termination. The Complainant had worked for nearly 13 years and hence her case would be covered under Section 25-B(1) and therefore, there is no need to prove that she actually worked for 240 days before her retrenchment and in support thereof, he relied upon the case of **Sarita S. Melwani (Mrs) vs. Pallavi V. Talekar & Ors., 2008 (1) MhLJ 522.**

15. Per contra, Ld. Adv. A. V. Nigalye for the Respondent has submitted that the term 'continuous service' is defined in Section 25-B of the Industrial Disputes Act and in terms of the said provision, a workman shall be deemed to be in continuous service for a period of one year, if she, during the period of 12 calendar months preceding the date to which calculation is to be made, has actually worked under the employer for not less than two hundred and forty days. The calculation in the present case, has therefore, to be made from 26-6-2009 and the Complainant has to prove that she has put in a service of 240 days from 26-6-2009 till 26-6-2010 i.e. the date of her alleged termination. He further submitted that the Complainant has not been able to prove that she has worked for 240 days and that the retrenchment for non compliance of Section 25-F of the Industrial Disputes Act is illegal. The precondition for applicability of Section 25-F is that the workman should be in continuous service and should have worked for 240 days during 12 calendar months prior to the date of termination and the burden of proving the said issue is on the Complainant which she has failed to establish and therefore, the above issue may be decided against the Complainant.

16. There cannot be any dispute that the Complainant has been working for last 13 years continuously in the establishment of the Respondent as packer since 17-08-97 as stated in the claim statement. The Respondent has however claimed that the Complainant was employed on piece rated and casual basis and not in regular employment. Section 25-B(1) is a deeming fiction which includes actual days in service which has been proved by the Complainant by producing the documents at Exh. 24 colly, which are Employees Provident Fund contributions for the period from March, 2009 to Feb. 2010, Contribution of Provident Fund from 2001 to February 2011 at Exh. 34 colly, Packing registers at Exh. 35 colly and Form 6-A for the period from 1st March 2010 to Feb. 2011 at Exh. 42. Moreover, Section 25-B of the Act will not attract in the present case as Section 25-B which is under Chapter V-A of the Industrial Disputes Act is applicable only for the cases of lay-off and retrenchment as Section 25-B opens with the words 'for the purposes of the Chapter'. It is therefore clear that the Section 25-B applies only when claim is made under Chapter V-A of the Act. Moreover, to take benefit of Section 25-F under Chapter V-A, the workman must show that she has been in continuous service for 'one year or more', which is not applicable to the case at hand as the cases for dismissal or misconduct with or without domestic enquiry are covered under Section 11-A of the Industrial Disputes Act and have no relation to Chapter V-A and therefore, the concept of 240 days as claimed by Ld. Adv. Shri Nigalye cannot be extended to the present case. The Complainant having proved that she had worked for nearly 13 years and that she was in employment from long, her case would be covered under Section 25-B(1) of the Act and there is no need for her to prove that she had actually worked for 240 days in the last preceding twelve months prior to the date of termination. The contention of Ld. Adv. Shri A. V. Nigalye as stated above therefore pales into insignificance. The above issue No. 1 is answered in the affirmative.

Issue No. 2, 3 and 4:

17. Learned Adv. Shri Nigalye for the Respondent has submitted that the first hurdle that the workman has to cross is to show that there is a proceedings pending in the Industrial Tribunal and that she is a 'person concerned' in such a dispute and the workman has to further prove that she has been dismissed/discharged from service for misconduct or there has been an alteration in condition of her service. He further submitted that it is not the case of any of the parties in the

proceeding that it is a case of discharge/dismissal for misconduct, on the contrary the entire emphasis of the Complainant is that the termination of service is by way of illegal retrenchment and it is a change or alteration in the condition of her service. He further submitted that it is a settled law that the retrenchment will not ordinarily amount to alteration of conditions of service and that the workman has to prove that there are malafides in the action of the employer. The Complainant has admitted in the cross examination that there was an enquiry before the deductions were ordered and that the deductions were in respect of shortages detected in the branch in respect of all employees. There was no malafide and therefore in the absence of malafides, the allegation that it is the case of retrenchment amounting to alteration of conditions of service and consequently, breach of Section 33 cannot be treated as established.

18. Per contra, Ld. Adv. Shri S. P. Gaonkar for the Complainant has submitted and rightly so that it is the case of the workman of oral termination amounting to refusal of employment and the workman has alleged as well as deposed that on 26-6-2010, Shri Satish Prabhu, Officer of the Respondent told them not to attend the duties from 27-6-2010 as the union had demanded minimum wages. The Complainant has produced on record a letter dated 30-6-2010 at Exh. 18 addressed to the Managing Director explaining how their Officer, Shri Satish Prabhu asked them not to come for work and that they have not been offered legal dues. The letter was not replied to and the employer completely ignored the said letter. Shri Ulhas Umarye has admitted that the Respondent has received the said letter. The Complainant therefore has discharged the burden of proving the oral termination. Said Shri Satish Prabhu who has orally terminated the services of Party I has not been examined and therefore adverse inference has to be drawn against the employer.

19. Needless to mention, the Union on behalf of the workmen has raised a dispute for regularization of their services and extension of all the benefits to the workmen which was registered as IT/36/2003 at Exh. 27 colly. The order of reference mentions the name of the Complainant at Sr. No. 8 and the said reference came to be decided by Award dated 16-4-2012 at Exh. 32. It is therefore clear that when the alleged services of the workmen were terminated on 26-6-2010, the dispute regarding regularization of the services was pending adjudication and no permission was sought of the Tribunal before termination of their

services and hence, the action of the employer is in contravention of Section 33 of the Industrial Disputes Act. It is also well settled in the case of **The Bhavnagar Municipality vs. Alibhai Karimbhai and Ors., (1977) 2 SCC 350**, that when the employer resorts to retrenchment during the pendency of a dispute, the retrenchment amounts to alteration of conditions of service and such a case falls under Section 33(1)(a) of the Industrial Disputes Act as in the instant case, the employer refused employment during the pendency of their dispute for regularization under reference No. IT/36/03, which was a matter connected to their employment and therefore, the case falls under Section 33(1)(a) of the Act.

20. It is mandatory upon the Tribunal to adjudicate the complaint as if it was a dispute referred to or pending before it in accordance with provisions of the Industrial Disputes Act. The Complainant was refused employment as evident from the letter at Exh. 18 addressed to Shri Satish Prabhu and if the contents of the said letter were false or incorrect, the employer would have replied to the said letter which was conveniently ignored by them. The case of the Complainant was oral termination of the services and it does not involve any document to that effect. Smt. Rita Veliskar has deposed with regard to oral termination and therefore burden of proof has been sufficiently discharged by her. Shri Satish Prabhu who has orally terminated the services has not been examined on factum of oral termination of services and therefore adverse inference has to be drawn against the employer. Shri Umarye has admitted that the letter at Exh. 18 by Smt. Rita was received by the management but denied that Shri Satish Prabhu asked the complainant not to join duty from 27-06-2010, however he could not have known what Mr. Satish Prabhu said to the complainant as the said conversation was exclusive between Shri Satish Prabhu and the complainant. It is therefore manifestly clear that the services of the complainant was orally terminated on 26-6-2010 on demanding payment of minimum wages and that the said termination is in contravention of Section 33 of the Industrial Disputes Act.

21. The evidence on record clearly shows that the services of the Complainant were orally terminated on 27-6-2010 as the Union had demanded payment of minimum wages. The Complainant has stated in the affidavit that she was working as a packer and was in continuous service since 17-8-1997 which is clear from her letter dated 30-6-2010 at Exh. 18 as well as in the statement of claim in reference No. IT/36/2003 and

that the work carried out by her was of permanent nature. She also claimed that she was never given any appointment letter and that the Respondent illegally deducted their wages and therefore they made a representation before the management to stop the illegal deductions and soon thereafter the management started harassing and threatening them. She also claimed that they raised a dispute before the Assistant Labour Commissioner to intervene in the matter of illegal deductions and non-payment of minimum wages and that the Managing Director called and threatened them that if they do not withdraw the dispute, they must not attend the duty and eventually on 26-6-2010, Shri Satish Prabhu informed her not to attend the duty and as such orally terminated her services without any notice or legal dues. She admitted that the workers were paid on piece rated basis and they were not given appointment letter.

22. There is no dispute that Complainant was working as a packer with the establishment and that they were paid daily wages on piece rated basis and that there was no fixed duty timing for them. She also admitted in the cross examination that the deductions referred by her in the chief has been done in respect of all the workmen as there were shortages. She also admitted that they were not given appointment letters by the Respondent. She denied the suggestion that no appointment letter was given as they were working on piece rated basis and that they have not terminated her services or that they have manipulated the documents to create evidence. The evidence therefore clearly shows that the Complainant was working for the Respondent and was orally terminated on 26-6-2010 and the said termination was in contravention of Section 33 of Industrial Disputes Act which is illegal and unjustified. It is therefore the contention of Ld. Adv. Shri Nigalye for the Respondent as stated above pales into insignificance.

23. Ld. Adv. Shri A. V. Nigalye for Respondent has submitted that the Complaint itself is not maintainable as it has been pleaded that the union has raised an industrial dispute before the Conciliation Officer in respect of the same matter relating to the termination of the services and the Conciliation Officer had started proceedings purportedly under Section 12 of the Industrial Disputes Act and that she subsequently withdrew the said proceedings and filed the present complaint. He further submitted that when there exists multiple remedies in different jurisdiction and the party avails of a remedy in one of the jurisdictions, the proceedings must be pursued to

its logical end and should not be given up in the middle and start another proceeding under another provision or in another jurisdiction and that Complainant having availed a remedy under Section 12, she is barred from initiating another proceedings under Section 33-A of the Industrial Disputes Act. He further submitted that she also filed an application under Goa Shops and Establishments Act at Exh. 28 colly before the authority appointed under the said Act in respect of same subject matter and therefore it is evident that the Complainant has filed the proceedings in different jurisdiction and under different enactments in respect of the same claim which is not permissible and in support thereof, he relied upon the case of **Agra District Co-operative Bank Ltd., vs. Prescribed Authority, Labour Court, U. P. and others, AIR 2001 SC 239.**

24. Per contra, Ld. Adv. Shri S. P. Gaonkar for Complainant has submitted and rightly so, that the employer has not claimed that the proceedings under the Industrial Disputes Act are barred because of the proceedings before the Conciliation Officer under Section 12 of the Industrial Disputes Act which was later on withdrawn or under Goa Shops and Establishments Act, 1973 more particularly when Goa Shops and Establishments Act cannot override a central legislation. The course adopted by the Complainant of approaching the authority under Goa Shops and Establishments Act and subsequently filing the present complaint has no effect on the maintainability of the complaint filed in the present case as the doctrine of election which mandates that a litigant must pursue only one remedy, if many are available has no application when both remedies are concurrent and if there is no inconsistency between the remedies as held in the case of **Transcore vs. Union of India and Another, (2008) 1 SCC 125** and therefore the reliance placed by Ld. Adv. Shri A. V. Nigalye on the case of **Agra District Co-operative Bank Ltd., supra** is not applicable to the case at hand as the said decision does not lay down any principle regarding subsequent remedy being barred. Moreover, it is nowhere the case of the Complainant that the complaint under Section 33-A is barred because the workman has preferred an appeal under Shops and Establishments Act. It is therefore the above argument of Ld. Adv. Shri Nigalye cannot be accepted having any merits.

25. Ld. Adv. Shri Nigalye has also submitted that Section 33-A of Industrial Disputes Act is not applicable in cases of termination simpliciter. Relying upon the case of **Air India Corporation vs. V. A. Rebellow, 1972(1) SCC 814**, he submitted

that the ban is imposed only in regard to action for misconduct whether connected or unconnected with the dispute. The employer is, therefore, free to take action against his workman, if it is not based on any misconduct on their part. He therefore submitted that Section 33 of the Act is not attracted in the case of termination simpliciter. He further submitted that merely because discharge for misconduct is permitted with certain restrictions, it could never have been intended to prohibit simple discharge totally. He further submitted that when orders being of terminated simpliciter and the services of the workman were not terminated on the ground of misconduct, the application under Section 33-A is not maintainable as held in the cases of (i) **Rajasthan SRTC vs. Satya Prakash**, 2013 (9) SCC 232 and (ii) **National Machinery Manufacturers Ltd. vs. P.D Vyasa**, AIR 1964 Bom 184.

26. Per contra, Ld. Adv. Shri S. P. Gaonkar has submitted and rightly so that the mandate under Section 33-A read with Section 33 of Industrial Disputes Act, 1947 has been explained by the Constitutional Bench of the Apex Court in the case of **Jaipur Zilla Sahakari Bhoomi Vikas Bank Ltd. vs. Ram Gopal Sharma & Ors.**, (2002) 2 SCC 244. He also submitted that the present case of the Complainant falls specifically under Section 33(1)(a) which reads that no employer, during the pendency of any conciliation proceeding before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute shall in regard to any matter connected with the dispute, alter, to the prejudice of the workman concerned in such dispute, the condition of service applicable to them immediately before the commencement of such proceedings; and not Section 33(1)(b) for any misconduct connected with the dispute, since it is the case of the workman that employer had refused employment during the pendency of their industrial dispute for regularization bearing No. IT/36/2003 which was a matter connected to their employment, in which the employer has altered the condition of service.

27. When the employer resorts to retrenchment during the pendency of the dispute, the retrenchment amounts to alteration of condition of service as held in the case of **Bhavnagar Municipality**, supra. The reliance placed by Ld. Adv. Shri Nigalye on the cases above including that of **Air India Corporation**, supra is not applicable to the case at hand as in that case the employer had clearly alleged that the pending dispute had no connection with termination of the

workman for which a complaint under Section 33-A was filed by him. Moreover, in the said case they were concerned only with the ban imposed against the order of discharge or punishment as contemplated by Clause (b) of the two sub-sections and there were no allegations of alteration of terms of service of complainant, unlike in the present case as the Apex Court was not dealing with the situation under Section 33(1)(a) and therefore the said case does not alter the position laid down by the Apex court in the case of **Bhavnagar Municipality**, supra.

28. The reliance placed in the case of **Rajasthan SRTC**, supra is also not applicable to the case at hand as the question which arose for the consideration of the Apex Court was as to whether the Tribunal was right in awarding reinstatement with continuity in service in the proceedings under Section 33-A of the Act which arose out of initial breach of Section 33(2)(b) of the Act and the said case was a case of misconduct and falls under Section 33(2)(b), unlike the present case which is under Section 33(1)(a) and therefore it is also not applicable. The reliance placed in the case of **National Machinery Manufactures Ltd.**, supra also suffers from the same shortcoming as it is not a case under Section 33(1)(a) as the Hon'ble Bombay High Court while discussing Section 33 has in express terms has stated that the case does not deal with Section 33(1)(a) and has recognised while discussing the scope of Section 33, the absolute bar to alter conditions of service under Section 33(1)(a). It is therefore the contention of Ld. Adv. Shri Nigalye and the reliance placed on the citations above cannot be accepted nor it can be said that Section 33-A is not applicable in cases of termination simpliciter as claimed by him.

29. Ld. Adv. Shri Nigalye has further submitted that the allegations in the complaint regarding the alleged breach of Section 33 are vague and ambiguous and though in the rejoinder, a passing reference is made regarding contravention of Section 33(1)(a) of Industrial Disputes Act, it does not form part of the pleadings. He further submitted that the contention of the Complainant that in terms of Rule 10(B) of the Industrial Disputes (Central) Rules, 1957, there is a provision for filing a rejoinder by party raising a dispute and therefore a rejoinder is a part of the pleadings cannot be accepted in view of settled position of law and in support thereof, he relied the cases of (i) **Citizen Aster Co-operative Housing Soc. Ltd. vs. Fredrick J. D'Souza**, 2005 (2) Bom CR 647 and (ii) **State of Maharashtra vs. Prakash Patil**, 2006 (1) ALL MR 567.

30. However, as rightly submitted by Ld. Adv. Shri S. P. Gaonkar for the Complainant Rule 10-B(4) of Industrial Disputes (Central) Rules, 1957, specifically provides for submitting a rejoinder, if a party chooses to do so to the written statement by a party raising a dispute, unlike in Civil Procedure Code 1908 which has no provision for filing such a rejoinder and therefore, statutory pleadings like the rejoinder cannot be ignored as elaborated by her in para 4 of the rejoinder. Moreover, at para 13 of the complaint, she has clearly alleged that there is a violation of Section 33 and at para 10 all the foundational facts have been pleaded and since the foundation facts have been pleaded in the complaint, there would be no effect of whether it is taken in the rejoinder or not and therefore, the submission of Ld. Adv. Shri Nigalye and the reliance placed on the above citations will pale into insignificance. The Complainant has sufficiently proved that her services were orally terminated on 26-6-2010 as the Union had demanded payment of minimum wages and that her termination is in contravention of Section 33 of the Industrial Disputes Act and therefore is illegal and unjustified. It is therefore issues No. 2, 3 and 4 are answered in the affirmative.

Issue No. 5:

31. Ld. Adv. Shri A. V. Nigalye for the Respondent has fairly submitted that in view of the judgment rendered by Hon'ble High Court of Bombay in the case of **Maharashtra State Co-operative Housing Finance Corporation Limited vs Prabhakar Sitaram Bhadange**, (2017) 5 SCC 623, the Respondent does not press for issue No. 5 that the Tribunal has no jurisdiction to deal with the matter relating to the employee of the Co-operative Societies. It is therefore, the above issue No. 5 is answered accordingly.

Issue No. 6:

32. Ld. Adv. Shri S. P. Gaonkar for Complainant has submitted that there is violation of Section 33 of Industrial Disputes Act as the services of the Complainant have been terminated without compliance of Section 25-F of the Act and therefore the necessary relief should be reinstatement with full back wages as it has come on record that the Complainant is not gainfully employed anywhere and is of employable age and therefore, the Tribunal must consider relief of reinstatement with full back wages on the basis of last drawn salary. He further submitted that Section 11-A of the Industrial Disputes Act gives complete discretion to the Tribunal to give relief as it deems fit and while doing so the Tribunal should take into

account the factors namely, long service from 1995 onwards; perennial nature of work i.e. packing; case of victimization since removed for demanding minimum wages; no delay in filing complaints; workmen are of employable age; non-employment for so many years resulted in financial deprivation, and in line with law laid down by Apex Court in the case of **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidhyalaya (D.ED) & Ors.**, (2013) 10 SCC 324, the Complainant must be reinstated with full back wages.

33. Per contra, Ld. Adv. Shri Nigalye for Respondent has submitted that the Complainant is a piece rated employee and her status is even lower than a daily wager and it is well settled that a daily wager is not appointed to a post and she cannot claim reinstatement in service which would also apply to a piece rated worker. He further submitted that there is nothing on record even a letter from her to the Respondent or any application filed to that effect before the Tribunal that she made any efforts to join the duties as claimed by her during her cross examination. The Complainant therefore is not entitled for any relief and in support thereof, he relied upon the cases of (i) **Santosh R. Shirodkar vs. Sanquelim Municipal Council, through its Chief Officer**, 2017 0 Supreme(Mah) 1579; (ii) **In-charge Officer and Another vs. Shankar Shetty**, (2010) 9 SCC 126.

34. The question therefore is what reliefs the Party I is entitled to, once it is held that the discharge/termination is illegal, whether the Party I is entitled for re-instatement with full back wages and continuity in service with consequential benefits attached to the post or adequate monetary compensation in lieu of reinstatement and back wages.

35. It has been consistently held by the Hon'ble Apex Court that relief by way of reinstatement with back wages is not automatic, even if termination of an employee is found to be illegal or is in contravention of the prescribed procedure and that monetary compensation in lieu of reinstatement and back wages in cases of such a nature may be appropriate. It is also well settled that the Court in appropriate cases grant compensation in lieu of reinstatement keeping in view the length of service rendered by a workman, the wages that she was receiving during that period, which would meet the ends of justice. In the instant case, the Complainant was working with Respondent as packer on daily wages since 17-8-1997 on piece rated basis without any fixed duty timing as admitted by her in the cross

examination and had put in about 13 years of service since the date of her termination on 27-6-2010 and the said termination had taken place about 21 years ago. None of the parties have produced the letter of appointment or her age on record. There is no dispute that the Complainant is daily wage piece rated workman and therefore is not entitled to reinstatement in service at this distance of time as held in the case of **Santosh Shirodkar**, supra.

36. There is no dispute that the Complainant was summarily terminated without paying any legal dues as stipulated under Section 25-F of the Industrial Disputes Act. The Complainant was drawing wages of Rs. 103/- per day. Therefore, considering that the Complainant had put in services of about 13 years on the date of termination and that she was unemployed for last 8 years from the date of termination and that the Complainant was earning around Rs. 103/- per day i.e. Rs. 2,678/- for 26 days of the month considering that she was daily wage piece rated worker, it would translate into salary of Rs. 32,136/- per annum and making a reasonable allowance for appropriate escalation, an average salary of Rs. 35,000 per annum can be reckoned for the purposes of arriving at the amount of compensation, which would be around Rs. 2,80,000/- (Rupees Two lakhs eighty thousand only) representing wages for about 8 years and considering that the Respondent has violated provisions of Section 25-F of the Act, so also the nature of appointment, the length of service and the time taken to settle the dispute, ends of justice would be met, if the Complainant is paid a lumpsum monetary compensation of Rs. 2,80,000/- (Rupees Two lakhs eighty thousand only), which would be just, proper and equitable in the facts and circumstances of the case. Hence, the above issue is answered accordingly.

37. In the result, I pass the following:

ORDER

- (i) The complaint stands allowed.
- (ii) It is hereby held that the action of the Respondent in refusal of employment/termination of the services of the Complainant, Smt. Rita G. Veliskar w.e.f. 27-06-2010 is in violation of Section 33 of the Industrial Disputes Act and hence illegal, unjustified and bad in law.
- (iii) The Respondent is directed to pay monetary compensation of Rs. 2,80,000/- (Rupees Two lakhs eighty thousand only) to the

Complainant, Smt. Rita G. Veliskar within 60 days of the publication of the Award, failing which the Respondent shall pay an interest @ 9% per annum.

(iv) Inform the Government accordingly.

Sd/-

(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Department of Law & Judiciary
Law (Establishment) Division

Order

No. 1/6/2014-LD(Estt.)/Part/1123

Government of Goa is pleased to accept the resignation tendered by Adv. Geeta M. Payaji, as Government Counsel on the panel of Advocates for defending the interest of the Government in the matters allotted to her by the Law Department (Estt.), Secretariat, Porvorim before the all Courts (Other than High Court & District Courts), North Goa, Mapusa with immediate effect.

Adv. Geeta M. Payaji shall return all the briefs pending with her if any, to the concerned Department under intimation to this Department.

By order and in the name of the Governor of Goa.

Diwan N. Rane, Under Secretary (Estt.) (Link),
Law.

Porvorim, 19th June, 2018.

High Court of Bombay at Goa, Panaji

Order

No. HCB/GOA/PF/PMS/2018

The Honourable Senior Judge is pleased to grant the following Officer leave for the period mentioned against his name:-

Name & designation	Period of leave
Shri P. M. Shinde, Deputy Registrar, High Court of Bombay at Goa, Panaji	1) Earned Leave for 13 days w.e.f. 18-06-2018 to 30-06-2018 with permission to prefix 16-06-2018 and 17-06-2018 being Id Holiday and Sunday and suffix 01-07-2018 being Sunday.

Certified that but for leave the Officer would have continued to officiate in the post had he not proceeded on leave during the above period.

S. M. Deshpande, Registrar (Admin.).

Panaji, 15th June, 2018.

Addendum

No. HCB/GOA/PMS/2018

Ref.: Order No. HCB/GOA/PMS/2018 dated 15-06-2018.

In the above Order the following para 3 be added and read as under:

“The charge of the post of Deputy Registrar, Shri P. M. Shinde during the leave period i.e. w.e.f. 18-06-2018 to 30-06-2018 shall be kept with Shri K. A. Bagi, Registrar (Judl.).

Sudhir M. Deshpande, Registrar (Admin.).

Panaji, 15th June, 2018.

Department of Personnel

Order

No. 7/23/2015-PER

Consequent upon the Order No. 14020/02/2018.UTS-I dated 15-06-2018 issued by Ministry of Home Affairs, New Delhi, Smt. Padma Jaiswal, IAS, Secretary (Co-operation) stands relieved from the Administration of Goa Government w.e.f. 15-06-2018 (a.n.) so as to take up the new assignment at Government of Puducherry.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).

Porvorim, 15th June, 2018.

Order

No. 15/1/99-PER-Part File

On the recommendation of the Goa Service Board and with the approval of the Government, the transfer and posting of the following Officers in the Cadre of Mamlatdar/Joint Mamlatdar/Asst. Director of Civil Supplies is ordered, with immediate effect and in public interest:-

Sr. No.	Name and present posting of the officer	Posted as
1	2	3
1.	Sapna Naik Bandodkar, Mamlatdar, Tiswadi	Mamlatdar in Collectorate, North.
2.	Eshant Sawant, Mamlatdar, Pernem	Asst. Director of Civil Supplies.
3.	Shailendra J. Dessai, Jt. Mamlatdar-II, Salcete	Mamlatdar, Tiswadi.
4.	Franklin Ferrao, Asst. Director of Civil Supplies	Joint Mamlatdar-I, Tiswadi.
5.	Varsha Parab, Mamlatdar in Collectorate, North	Joint Mamlatdar-II, Tiswadi.
6.	Bhiku Gawas, Jt. Mamlatdar-II, Ponda	Jt. Mamlatdar-III, Tiswadi.
7.	Archana M. Fatarpekar @ Archana S. Chodankar, Jt. Mamlatdar-II, Tiswadi holding additional charge of Jt. Mamlatdar-I, Tiswadi	Jt. Mamlatdar-IV, Tiswadi.
8.	Laxmikant Kuttikar, Mamlatdar, Dharbandora	Mamlatdar, Bardez.
9.	Krishna Gauns, Jt. Mamlatdar-V, Bardez	Jt. Mamlatdar-I, Bardez.
10.	Sandeep Gawade, Jt. Mamlatdar-I, Bardez	Jt. Mamlatdar-II, Bardez.
11.	Vimod Dalal, Jt. Mamlatdar-I, Mormugao	Jt. Mamlatdar-III, Bardez.

1	2	3
12.	Amalia Olivia Fatima Pinto, Jt. Mamlatdar-I, Pernem	Jt. Mamlatdar-IV, Bardez.
13.	Gautami Parmekar, Jt. Mamlatdar-II, Pernem holding additional charge of Jt. Mamlatdar-III, Pernem & Chief Officer, Pernem Municipal Council	Jt. Mamlatdar-V, Bardez. She shall hold the charge of Jt. Mamlatdar-VI, Bardez in addition to her own duties.
14.	Rajesh Azgaonkar, Mamlatdar, Satari	Mamlatdar, Pernem. He shall hold the charge of Chief Officer, Pernem Municipal Council in addition to his own duties.
15.	Jennifer Arez e Fernandes, Jt. Mamlatdar-III, Salcete	Jt. Mamlatdar-I, Pernem.
16.	Dhiren Banavaliker, Jt. Mamlatdar-IV, Tiswadi holding additional charge of Jt. Mamlatdar-V, Tiswadi	Jt. Mamlatdar-II, Pernem. He shall hold the charge of Jt. Mamlatdar-III, Pernem in addition to his own duties.
17.	Pravinjay Pandit, Jt. Mamlatdar-III, Bicholim holding additional charge of Jt. Mamlatdar-II, Bicholim & Chief Officer, Sankhali Municipal Council	Mamlatdar, Bicholim. He shall hold the charge of Chief Officer, Sankhali Municipal Council in addition to his own duties.
18.	Anil Rane Sardessai, Jt. Mamlatdar-IV, Bardez	Jt. Mamlatdar-I, Bicholim.
19.	Apurva Karpe, Jt. Mamlatdar-III, Ponda	Jt. Mamlatdar-II, Bicholim.
20.	Isha Sawant, Jt. Mamlatdar-I, Tiswadi	Jt. Mamlatdar-III, Bicholim. She shall hold additional charge of Jt. Mamlatdar-IV, Bicholim in addition to her own duties.
21.	Dasharath Gawas, Mamlatdar, Bardez	Mamlatdar, Satari. He shall hold the charge of Chief Officer, Valpoi Municipal Council in addition to his own duties.
22.	Ranjeet Salgaonkar, Jt. Mamlatdar-II, Bardez	Jt. Mamlatdar-I, Satari.
23.	Joao Fernandes, Mamlatdar, Ponda	Mamlatdar, Salcete.
24.	Rosario Carvalho, Jt. Mamlatdar-II, Mormugao	Jt. Mamlatdar-II, Salcete. He shall hold the charge of Jt. Mamlatdar-IV, Salcete in addition to his own duties.
25.	Priya Samant alias Priya Sudhakar Kamat, Jt. Mamlatdar-VI, Bardez	Jt. Mamlatdar-III, Salcete.
26.	Abhir Hede, Jt. Mamlatdar-I, Ponda	Mamlatdar, Ponda.
27.	Saiesh Naik, Jt. Mamlatdar-I, Satari holding charge of Chief Officer, Valpoi Municipal Council	Jt. Mamlatdar-I, Ponda.
28.	Mandar Naik, Jt. Mamlatdar-I, Bicholim	Jt. Mamlatdar-II, Ponda.
29.	Janavi Kalekar, Jt. Mamlatdar-III, Tiswadi	Jt. Mamlatdar-III, Ponda.
30.	Shripad Majik, Jt. Mamlatdar-III, Bardez	Jt. Mamlatdar-I, Mormugao.
31.	Ravishekhar Nipani, Jt. Mamlatdar-I, Quepem	Jt. Mamlatdar-II, Mormugao.
32.	Avelina D'Sa E Pereira, Jt. Mamlatdar-V, Salcete	Jt. Mamlatdar-I, Quepem.
33.	Ramesh Gaonkar, Mamlatdar, Canacona	Jt. Mamlatdar-II, Quepem.
34.	Raghuraj Faldesai, Jt. Mamlatdar-IV, Salcete holding additional charge of Jt. Mamlatdar-III, Salcete	Mamlatdar, Canacona.
35.	Deona Elsa Pereira, Jt. Mamlatdar-II, Quepem	Jt. Mamlatdar-I, Sanguem.

1	2	3
36.	Madhu Narvekar, Mamlatdar, Bicholim holding additional charge of Jt. Mamlatdar-IV, Bicholim	Jt. Mamlatdar-II, Sanguem. He shall hold the charge of Estate Officer, Salaulim Irrigation Project in addition to his own duties.
37.	Rajesh Sakhalkar, Jt. Mamlatdar-II, Sanguem holding additional charge of Estate Officer, Salaulim Irrigation Project and Jt. Mamlatdar-I, Sanguem	Mamlatdar, Dharbandora.

Shri Laxmikant R. Dessai, Mamlatdar, Sanguem shall hold the charge of Chief Officer, Sanguem Municipal Council in addition to his own duties.

Shri Manoj Korgaonkar, Joint Mamlatdar-I, Salcete shall hold the charge of Joint Mamlatdar-V, Salcete in addition to his own duties.

All the above officers shall complete their handing over and taking over process within 05 working days and submit compliance.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).

Porvorim, 15th June, 2018.

Order

No. 5/2/2017-PER/1976

As approved by the Competent Authority, the transfer and posting of the following Junior Scale Officers of Goa Civil Service is ordered, with immediate effect and in public interest:-

Sr. No.	Name and present posting of the officer	Posted as
1	2	3
1.	Triveni Velip, Additional Director of Municipal Administration	Deputy Collector (DRO), South with additional charge of SLAO, WRD, Gogol thereby relieving Shri Paresh Fal Desai from his additional charges.
2.	Vivek Naik, awaiting posting	Chief Officer, Bicholim Municipal Council thereby relieving Shri Pradeep Naik, from his additional charge.
3.	Kapil Phadte, Administrator of Comunidade, Central Zone holding additional charge of Administrative Officer, Goa State Commission for Protection of Child Rights	Chief Officer, Curchorem Municipal Council with additional charge of Member Secretary, Ravindra Bhavan thereby relieving Shri Rohit Kadam from his additional charges.
4.	Fransquinha Oliveira, awaiting posting	Deputy Director (Admn.), Directorate of Agriculture thereby relieving Shri Pundalik Khorjuekar from his additional charge.
5.	Pundalik Khorjuekar, Deputy Director (Admn.), DFDA holding additional charge of Deputy Director (Admn.), Directorate of Agriculture	Deputy Director of Panchayat, North thereby relieving Shri Chandrakant Shetkar.
6.	Chandrakant Shetkar, Deputy Director of Panchayat, North holding additional charge of Deputy Registrar, Government Polytechnic	Deputy Director (Admn.), DFDA. He shall continue to hold the charge of Deputy Registrar, Government Polytechnic in addition to his own duties.

Shri Ramesh Naik, Joint Director (Information & Publicity) shall hold the charge of Additional Director of Municipal Administration in addition to his own duties.

Shri P. D. Halarnkar, Deputy Director (Admn.), Forest Department shall hold the charge of Administrative Officer, Goa State Commission for Protection of Child Rights in addition to his own duties, thereby relieving Shri Kapil Phadte from his additional charge.

Shri Gurudas S. T. Desai, Deputy Collector (LA), North, shall hold the charge of Administrator of Comunidade, Central Zone, in addition to his own duties.

Shri Shashank Thakur, Under Secretary (Personnel-II) holding additional charge of Deputy Director (Admn.), Department of Information Technology, shall hold the charge of Under Secretary (Budget-I) and Under Secretary (Budget-II) in addition to his own duties, thereby relieving Shri A. S. Mahatme from his additional charges.

Shri Clen Madeira, Chief Officer, Mapusa Municipal Council holding additional charge of Dy. Collector & SDO-II, Bardez, shall hold additional charge of OSD to Minister for Urban Development on working arrangement basis in addition to his own duties.

Shri Vishant S. Naik Gaunekar, Assistant Commissioner of Commercial Taxes shall hold the charge of Deputy Director (Admn.), Department of Information Technology in addition to his own duties, thereby relieving Shri Shashank Thakur from his additional charge.

Shri Ajay Gaude, General Manager, GIDC, shall hold the charge of SLAO, Goa Housing Board in addition to his own duties, thereby relieving Smt. Nathine Araujo from her additional charge.

Smt. Shivaneer Borkar, Under Secretary (ARD), holding the additional charge of Deputy Director (Admn.), Labour & Employment, shall hold the charge of Under Secretary (Handicraft, Textile & Coir) in addition to her own duties.

All the above officers shall complete their handing over and taking over process within 05 working days and submit compliance.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).

Porvorim, 19th June, 2018.

Notification

No. 6/8/2016-PER/1938

In pursuance to Rule 23 of the Goa Civil Service, 2016, the departmental examination of Foundation and Refresher Training Programme of probationer Junior Scale Officers of Goa Civil Service listed on Annexure A overleaf is scheduled on 5th, 6th, 7th & 8th July, 2018.

The aforesaid examination will be conducted by the Goa Institute of Public Administration & Rural Development.

The syllabus for the examination is as specified in the Annexure B appended hereto and consists of four papers of 50 marks each. The question paper format includes: fill in the blanks, one sentence answers, short notes, essay type questions and case studies.

The candidate shall be declared passed in the examination, if he/she secures a minimum of 40% of the total marks in each paper.

The details about venue of examination and instructions to candidates will be issued separately.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).

Porvorim, 15th June, 2018.

ANNEXURE-A

Sr No.	Name of Junior Scale Officers
1	2
1.	Shri Francisco X. L. Ferrao.
2.	Dr. Geeta Suresh Nagvenkar.
3.	Shri Clen Madeira.
4.	Shri Rohit Ashok Kadam.
5.	Shri Akshay Gurunath Potekar.
6.	Smt. Neha Amey Naik Panvelkar.
7.	Shri Deepesh Narayan Priolkar.
8.	Shri Ajay Ramchandra Gaude.

1	2
9. Shri Kapil Chandrakant Phadte.	
10. Shri Kedar Ashok Naik.	
11. Shri Prasad Gurudas Volvoikar.	
12. Shri Rohan Janardan Kaskar.	
13. Shri Taha Idrees Haaziq.	
14. Shri Umakant Nhanu Korkankar.	
15. Shri Paresch M. Fal Desai.	
16. Shri Sudhir S. Kerkar.	
17. Smt. Sangeeta S. Naik.	
18. Shri Pundalik V. Khorjuekar.	
19. Shri Amul Shrikant Gaunkar.	
20. Shri Shankar Barkelo Gaonkar.	
21. Smt. Triveni Paik Velip.	
22. Shri Sudin A. Natu.	
23. Shri Vishant S. Naik Gaunekar.	
24. Shri Shashank V. Thakur.	
25. Smt. Anuja A. Naik Gaunkar alias Faldessai.	
26. Shri Manuel P. Barreto.	
27. Shri Vivek Naik.	

Harish N. Adconkar, Under Secretary (Personnel-I).

ANNEXURE-B

SYLLABUS FOR DEPARTMENTAL EXAMINATION FOR JUNIOR SCALE OFFICERS OF GOA CIVIL SERVICE (PROBATIONERS)

Paper-I-General Management and Government Administrative Skills (Total Marks 50) (without books).

1. Values & Ethics in administration.
2. Structure and functioning of the Government & its departments and autonomous bodies.
3. Organizational culture.
4. Leadership and group dynamics.
5. Attitude and behavioral change; self awareness.
6. Professionalism, office etiquette.
7. Motivation and productivity.
8. Managing conflict at work place.
9. Mapping work flows in Government.
10. Project Management.
11. Persuasion skills and consensus building.
12. Communication-verbal and non-verbal.
13. Inter-personal skills.
14. Conducting meeting.
15. CCS (CCA) Rules, 1965 & CCS (Conduct) Rules, 1964.
16. Disciplinary and Appeal rules.
17. Service records.
18. Establishment matters-recruitment rules, seniority.
19. Maintenance of Roster.

20. Noting and drafting, cabinet notes.
21. Transaction of Business rules.
22. Legislative Assembly Rules and Procedures.
23. Record management.

Suggested Study Materials

Classroom discussions, lecture notes and PPT of the topics.

Paper-II-Legal Structure of Government (Total Marks 50) (with books).

1. Bureaucracy, Democracy and Constitutional law.
2. Indian Constitution-Importance of Fundamental Rights and Fundamental Duties; Directive Principles of State Policy.
3. Article 309 to 311, Part V, VII, VIII, IX, IX A, IX B.
4. Suits by and against Government and judicial procedures.
5. Gaunkari system and Code of Communitade.
6. The Indian Police Act-Inspection: who, when, how of inspection (Police Station inspection).
7. The Right to Information Act, 2005.
8. The Goa Lokayukta Act, 2011.
9. The Goa (Rights of Citizens to Time Bound) Delivery of Public Services Act, 2013.
10. The Right of Children to Free and Compulsory Education Act, 2009.
11. The Protection of Children from Sexual Offences Act, 2012 (POSCO).
12. The Protection of Women from Domestic Violence Act, 2005.
13. The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (POSH).
14. Labour Laws.

Study Books/Acts suggested

The Constitution of India, the above relevant acts, classroom discussions and PPTs used by the resource persons.

Paper-III-Financial Management in Government (Total Marks 50) (with books).

1. Indian Planning Process and key highlights of the five year plans.
2. Role of Finance Department and Treasury in the financial management of the State.
3. Public finance and budget (Budget v/s realities) - revenues concepts, financial resources of the State.
4. The General Financial Rules, 2005.
5. Fundamental Rules, Supplementary Rules.
6. The Goa Delegation of Financial Powers Rules, 2008.

7. The Goa Payment and Receipt Rules-bills.
8. Duties of Drawing and Disbursing Officers.
9. Tendering procedures, e-procurement.
10. Audit procedures in Government Budget, role of performance audit and performance indicators.
11. Statistics and data management.

Study Books suggested

i) F.R.s and S.R.s (ii) Goa DFPR 2008 (iii) GFR 2005 (iv) Goa (Receipts and Payments) Rules, 1997 (v) CCS (Conduct) Rules, 1964 (vi) CCS (Pension) Rules, 1972 (vii) CCS (Medical Attendance) Rules, 1944 (viii) LTC Rules and (ix) HBA Rules and (x) PPTs used in class by resource persons in class.

Paper-IV-Contemporary Governance (Total Marks 20) (without books).

1. Good Governance.
2. Administrative Reforms.
3. Human rights and development administration.
4. E-Governance and best practices in e-Governance.
5. Key issues before the administration.
6. Child Labour issues in Goa.
7. Changing nature of Public administration and challenges to Indian Democracy.
8. Forest Act and Laws and various forest related issues in Goa.
9. Solid Waste Management.
10. Role of NGO in development administration.
11. Disaster management and preparedness.
12. Environmental laws and issues in Goa.

Presentations/projects/report/report (Marks 30)

1. Participatory Rural Appraisal (PRA).
2. Slum area and NGO visits.
3. Reports.
4. Project.

Suggested study materials

Classroom discussions points, lecture notes and PPT of the topics.

Harish N. Adconkar, Under Secretary (Personnel-I).

Corrigendum

No. 7/23/2015-PER

Read: 1) Order No. 7/23/2015-PER dated 15-06-2018.

The word "Co-operation" shall be substituted to be read as "Public Grievances" in the order read in preamble.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).
Porvorim, 15th June, 2018.

Department of Power

Office of the Chief Electrical Engineer

Corrigendum

No. CEE/Estt-31-25-88/Part-file/1019

Read: 1. Order No. CEE/Estt-31-25-88/Part-file/5672 dated 09-12-2015.
2. Corrigendum No. CEE/Estt-31-25-88/Part-file/6418 dated 04-02-2016.

In the above order dated 09-12-2015 at Sr. No. 11, 12 & 13 the date of joining in regular service as Assistant Engineer (Elect.) may be corrected to read as 30-10-2001 instead of 30-01-2001 and the date of completion of probation period may be corrected to read as 29-10-2003 instead of 29-01-2003.

2. All other contents of the above orders shall remain unchanged.

By order and in the name of the Governor of Goa.

N. Neelakanta Reddy, Chief Electrical Engineer
& ex officio Addl. Secretary.
Panaji, 19th June, 2018.

Department of Public Health**Order**

No. 45/1/2005-I/PHD/Part/1559

Read: Memorandum No. 45/1/2005-I/PHD/Part/820 dated 22-3-2018.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(2)/2013/1102 dated 8-3-2018, Government is pleased to appoint Dr. Ankita Subhash Lotliker to the post of Junior Anaesthetist (Group "A" Gazetted) in the Pay matrix under level 10 [Rs. 15,600-39,100+GP: Rs. 5,400/- (pre-revised)] under the Directorate of Health Services with immediate effect as per the terms and conditions contained in the Memorandum cited above.

Dr. Ankita Subhash Lotliker shall be on probation for a period of two years with effect from the date of her joining.

Dr. Ankita Subhash Lotliker has been declared medically fit by the Medical Board. The appointment is made subject to the verification of her character and antecedents. In the event of any adverse matter being noticed by the Government on verification of her character and antecedents, her services shall be terminated.

Dr. Ankita Subhash Lotliker is posted at North Goa District Hospital, Mapusa and subsequently deployed at Hospicio Hospital, Margao purely on working arrangement until further orders.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 14th June, 2018.

Order

No. 8/21/89-I/PHD/1570

Government is pleased to count the past service in respect of Dr. Angelica Siona Gomes, Senior Radiologist under Directorate of Health Services rendered as Senior Resident at Goa Medical College with effect from 09-03-1987 to 20-04-1989 and the ad hoc service rendered as Senior Radiologist at Directorate of Health Services with effect 21-04-1989 to 31-03-1991 as qualifying service for pensionary benefits only, in terms of Rule 13 and Rule 14 of CCS (Pension) Rules, 1972 subject to the conditions that the terminal benefits, if any, obtained by her should be deposited in the Government Treasury alongwith interest.

This issues with the concurrence of the Finance (Rev. & Cont.) Department vide U.O. No. 1459694 dated 07-06-2018.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 14th June, 2018.

Order

No. 2/14/2016-II/PHD/1736

Government is pleased to accord approval for protection of last Basic Pay of Rs. 76,200/-, as on 01-01-2017 in respect of Dr. Manasi Prabhudessai,

Lecturer, Department of Ophthalmology, Goa Medical College, Bambolim-Goa, under provision of F.R. 22(I)(a)(2).

This issues with the concurrence of the Finance (Rev. & Cont.) Department vide their U.O. No. 1400045260/F dated 05-06-2018.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health).

Porvorim, 15th June, 2018.

Order

No. 4/2/2018-II/PHD/1737

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/30(2)/2018/104 dated 25-05-2018, the Government is pleased to declare satisfactorily completion of probation period as well as confirmation of Dr. Reuben Fernando de Sousa, Assistant Professor, Department of Plastic Surgery, Goa Medical College as having satisfactorily completed his probation period of two years w.e.f. 19-02-2015 to 18-02-2017, and to confirm him in the post of Assistant Professor, Department of Plastic Surgery in Goa Medical College, Bambolim, with effect from the date of completion of his probation period.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health).

Porvorim, 18th June, 2018.

Notification

No. 35/40/2001-I/PHD (PF-IV)/1591

Read: Government Notification No. 35/40/2001-I/PHD (PF-IV) dated 06-04-2015.

In exercise of the powers conferred by sub-sections (1) and (2) of Section 16A of the Pre-Conception and Pre-Natal Diagnostic Techniques (Prohibition of Sex Selection) Act, 1994 (Central Act No. 57 of 1994), (hereinafter called the "said Act"), and in supersession of the Government Notification No. 35/40/2001-I/PHD(PF IV)/8371 dated 06-04-2015, published in the Official Gazette, Series II No. 4 dated 23-04-2015, the Government of Goa is pleased to reconstitute the Goa State Supervisory Board consisting of following members, namely:-

- | | |
|------------------------|-----------------------------|
| 1. Minister for Health | — Chairman
(ex officio). |
|------------------------|-----------------------------|

2. Secretary (Health)	— Vice-Chairman (ex officio).
3. Secretary (Law)	— Member (ex officio).
4. Secretary (Women & Child Development)	— Member (ex officio).
5. Secretary (Social Welfare)	— Member (ex officio).
6. Director of Health Services	— Member (ex officio).
7. Smt. Alina Saldanha, Hon. MLA, Goa Legislative Assembly	— Member (Non Official).
8. Smt. Jennifer Monserrate, Hon. MLA, Goa Legislative Assembly	— Member (Non Official).
9. Adv. Shubhlaxmi Naik	— Member (Non Official).
10. Dr. Rajnanda Desai	— Member (Non Official).
11. Dr. Sandeep Kenkre	— Member (Non Official).
12. Dr. Carmo Gracias	— Member (Non Official).
13. Dr. Virendra Gaonkar	— Member (Non Official).
14. Dr. Shivanand Gauns	— Member (Non Official).
15. Dr. Jagdish Raghuwanshi	— Member (Non Official).
16. Dr. Vidya Sardessai	— Member (Non Official).
17. Chief Medical Officer (FW)	— Member Secretary (ex officio).

The functions of the State Supervisory Board shall be as under:

- i) To create public awareness against the practice of pre-conception sex selection and pre-natal determination of sex of the foetus leading to female foeticide in the State.
- ii) To review the activities of the Appropriate Authorities functioning in the State and recommend appropriate action against them.
- iii) To monitor the implementation of provisions of the Act and the rules and make suitable recommendation relating to the Board.

iv) To send such consolidated reports as may be prescribed in respect of the various activities undertaken in the State under the Act to the Board and the Central Government, and

v) Any other functions as may be prescribed under the Act.

The term of the Board shall be for a period of three years. The Board shall meet at least once in 4 months.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 19th June, 2018.

Department of Revenue

Order

No. 26/5/2015-RD/1132

On recommendation of the Departmental Promotion Committee conveyed by the Goa Public Service Commission, vide its letter No. COM/II/11/29(2)/92-10/Vol.III/116 dated 08-06-2018, Government is pleased to promote Shri Sudesh Kanhoba Naik Bhairali, Supervisor, Directorate of Settlement and Land Records to the post of Inspector of Surveys and Land Records (Group "B" Gazetted) on regular basis in the Pay Scale of Rs. 9,300-34,800+Grade Pay of Rs. 4,200/- (Level 6 of the 7th Pay Commission), with immediate effect.

Shri Sudesh Kanhoba Naik Bhairali shall be on probation for a period of 02 (two) years from the date of his joining the promotional post.

Shri Sudesh Kanhoba Naik Bhairali shall also exercise option for pay fixation within a period of one month from the date of issue of this order, in terms of F.R. 22(I)(a)(1).

By order and in the name of the Governor of Goa.

Sudin A. Natu, Under Secretary (Revenue-I).

Porvorim, 19th June, 2018.

Order

No. 13/1/94-RD(Part-3)/1136

Whereas, the Davorlim Comunidade pertaining to Administrator of Comunidades, South Zone, Margao-Goa has failed to elect President of the Managing Committee for the Triennium 2016-2019.

And whereas, the Collector, South Goa District, Margao, has submitted the following name for the post of President of the Managing Committee for the remaining period of the Triennium 2016-2019 for effective and smooth functioning of the Comunidade as under:

Sr. No.	Name of the Communi-dade	Post for which recommen-ded	Names of the Members recommended	Age in age.
1.	Davorlim	President	Adv. Carlos F. Alvares	Major

Now therefore, in exercise of powers conferred under Article 51 of Code of Comunidade, Legislative Enactment No. 2070 of 1961 in force, the Government is pleased to appoint Adv. Carlos F. Alvares as the President of the Managing Committee for the Davorlim Comunidade, South Zone, Margao-Goa, for the residue period of Triennium 2016-2019.

This order shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Sudin A. Natu, Under Secretary (Revenue-I).
Porvorim, 19th June, 2018.

Office of the Collector & District Magistrate
South Goa District

Order

No. 37/31/2018/BBBP/Mag/X/6812

Read: Order No. 37/31/2018/BBBP/Mag/X/5718 dated 08-05-2018.

In supersession of the Order referred to above, the South Goa District Level Task Force (DTF) for monitoring and implementation of Beti Bachao Beti Padhao Scheme is re-constituted as under:

1. District Collector/District Magistrate — Chairperson.
2. Director of Health — Member.
3. Dy. Director of Panchayat — Member.
4. Dy. Labour Commissioner — Member.
5. Dy. Director of Education — Member.
6. Police Department (Crime Branch-represented by lady Police Officer not below the rank of PI.) — Member.

7. District Welfare Officer — Member.
8. The District Registrar — Member.
9. Project Director, District Rural Development Agencies (South) — Member.
10. ARZ (Anyaya Rahit Zindagi) (NGO) — Member.
11. Jan Ugahi (NGO) — Member.
12. Programme Officer, Women & Child Development — Member Secretary.

The District Programme Officer (DPO), South Goa District is also hereby nominated as Nodal Officer for the implementation of the Scheme and designated as the Co-ordinating Officer who shall be responsible for co-ordinating with the Nodal Officers from the Health and Education Departments. The Co-ordinating Officer shall collate and compile the monthly reports for submission to the Ministry of Women and Child Development, Government of India, with copy to the State Governments.

The Committee shall meet at least once in 3 months.

Anjali Sehrawat, IAS, District Magistrate, South Goa.

Margao, 30th May, 2018.

Department of Social Welfare
Directorate of Social Welfare

Order

No. 83-9-2006-SDB/Part/2017/1176

Government is pleased to constitute District Committees of Senior Citizens for North Goa and South Goa District consisting of the following members to advise on effective and co-ordinate implementation of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (Central Act 56 of 2007) at District Level and to perform such other functions in relation to Senior Citizens at the District Level as may be specified by the Government.

North Goa District

1. Collector (North Goa) — Chairman, ex officio.
2. Superintendent of Police (North Goa) — Member, ex officio.
3. Director of Health Services — Member, ex officio.

4. Dean, Goa Medical College	—	Member, ex officio.	Order No. 83-9-2006-SDB/Part/2017/1177		
5. Managing Director, Kadamba Transport Corporation Ltd.	—	Member, ex officio.	Government is pleased to constitute a State Council of Senior Citizens consisting of the following members to advise the Government on effective implementation of the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (Central Act 56 of 2007) and the Goa Maintenance and Welfare of Parents and Senior Citizen Rules, 2009 and to perform such other functions in relation to Senior Citizens in the State as may be specified by the Government.		
6. Director of Transport	—	Member, ex officio.	1. Hon'ble Minister for Social Welfare	—	Chairman, ex officio.
7. Shri Vinay Gaonkar, Marcel, Ponda-Goa	—	Member.	2. Secretary (Social Welfare)	—	Member, ex officio.
8. Esperance Rodrigues, H. No. 12, Ambari, Chorao, Tiswadi-Goa	—	Member.	3. Secretary (Health)	—	Member, ex officio.
9. Shri Pandurang Kurtikar, Azobanagar, Honda, Satari, Post Pratapnagar, Sankhalim	—	Member.	4. Secretary (Home)	—	Member, ex officio.
10. District Welfare Officer (North)	—	Member Secretary.	5. Secretary (Information & Publicity)	—	Member, ex officio.
South Goa District			6. Secretary (Finance)	—	Member, ex officio.
1. Collector (South Goa)	—	Chairman, ex officio.	7. Secretary (Personnel)	—	Member, ex officio.
2. Superintendent of Police (South Goa)	—	Member, ex officio.	8. Secretary (Transport)	—	Member, ex officio.
3. Director of Health Services	—	Member, ex officio.	9. Shri Diogo M. Da Costa, H. No. B-42, Shar and Sorai, Dr. V. V. Road, Margao	—	Member.
4. Dean, Goa Medical College	—	Member, ex officio.	10. Shri Dattaprasad Pawaskar, H. No. 255/2, Sorvemwado, Guirim, Bardez	—	Member.
5. Managing Director, Kadamba Transport Corporation Ltd., Porvorim-Goa	—	Member, ex officio.	11. Shri Maruti Dharmu Desai, H. No. 1617, Sanvorcotto, Cuncolim, Salcete 403 703	—	Member.
6. Director of Transport	—	Member, ex officio.	12. Shri Mashnu K. Patil, H. No. 434, Near IBB, Bagwada, Mulgao, P. O. Assnora, Bicholim-Goa	—	Member.
7. Shri R. S. Nayak, FF3, Dolorosa Complex, Chaudi, Canacona-Goa	—	Member.	13. Shri Venkatesh Ghodge, Pethechawada, Korgao, Pedne-Goa 403 512	—	Member.
8. Shri Arvind Wadikar, Wadi, Talaulim, Ponda-Goa	—	Member.	14. Shri Nanda Kerkar, H. No. 397/3, Piedade Felorim, Diwar, Tiswadi-Goa 403 403	—	Member.
9. Smt. Prachi Vaidya, Dattagad, Bethoda, Ponda-Goa	—	Member.	15. Director of Social Welfare	—	Member Secretary, ex officio.
10. Shri Chandrakant Samant, H. No. 27/1, Shelwada, Nirankal, Ponda-Goa	—	Member.			
11. District Welfare Officer (South)	—	Member Secretary.			
The District Committees shall meet once in every quarter.					
The initial tenure of members other than ex officio member shall be of 2 years.					
By order and in the name of the Governor of Goa.					
S. V. Naik, Director & ex officio Addl. Secretary (SW).					
Panaji, 25th May, 2018.					

The State Council shall meet once in every six months.

The initial tenure of members other than ex officio member shall be of 2 years.

By order and in the name of the Governor of Goa.

S. V. Naik, Director & ex officio Addl. Secretary (SW).

Panaji, 25th May, 2018.

Notification

No. 82-6-07-08-SDB/Part-III/1179

Government is pleased to notify the following panelist as Screening Committee Member under the scheme Monthly Financial Assistance to the person engaged in Traditional Occupations/ Businesses including Motorcycle Pilots.

North Goa

1. Shri Suresh Naik, Surchebhat, Kumbharjua, Tiswadi-Goa.

South Goa

1. Mrs Ranjita S. Pai, Katyani, 10/1171, Comba, Margao-Goa.

The tenure of the above penal will be three years.

By order and in the name of the Governor of Goa.

S. V. Naik, Director & ex officio Addl. Secretary (SW).

Panaji, 25th May, 2018.

Notification

No. 82-6-07-08-SDB/Part-III/1180

Government is pleased to notify the following panelist as expert member in the sanctioning Committee to sanction Monthly Financial Assistance to the person engaged in Traditional Occupations/Businesses including Motorcycle Pilots.

Sr. No.	Name and address of the members
1	2
1.	Shri Vasudeo Parab, r/o. H. No. 63, — Member. Nr. Government School, Pisurlem, Satari-Goa M. No. 9764364489

1	2
2.	Shri Vishnu Shankar Bandekar, — Member. Dovorlim, Margao-Goa
3.	Shri Ganpat Sadanand Naik, — Member. r/o. H. No. 77, Laxmi Dham, behind Datta Mandir, Dudhgala, Sanvordem-Goa M. No. 8605165599, 9422454041
4.	Shri Jitendra Guni Shetkar, — Member. Kumbharwada, Pali, Bicholim-Goa

The tenure of the above penal will be for three years.

By order and in the name of the Governor of Goa.

S. V. Naik, Director & ex officio Addl. Secretary (SW).

Panaji, 25th May, 2018.

Notification

No. 86-2-2015-16-SDB/Part-II/1178

In exercise of the powers conferred by Chapter VII Point No. 24 (I), Government is pleased to constitute a Vigilance Committee for North Goa District and South Goa District under The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013.

North Goa District

1. District Magistrate & Collector, North Goa — Chairperson, ex officio.
2. Shri Manohar Azgaonkar, — Member,
Members of Legislative
Assembly (SC) ex officio.
3. Superintendent of Police (North Goa) — Member, ex officio.
4. Director of Panchayat — Member, ex officio.
5. Director of Municipal Administration — Member, ex officio.
6. Commissioner of the City Corporation of Panaji — Member, ex officio.
7. "Regional Railway Manager", — Member.
Konkan Railway Corporation
Limited
8. Dattaram Balekar, — Member.
R/o. Rith Builders Residency,
Cabasao, St. Cruz, Tiswadi-Goa

- | | | |
|--|---------------------|--|
| 9. Devidas Malik, R/o. Upper Harvalem, Sankhalim-Goa | — Member. | 7. "Regional Railway Manager",— Member.
Konkan Railway Corporation Limited |
| 10. Megha Perreira, Calapur Bandh, Santa Cruz, Tiswadi-Goa | — Member. | 8. Anil G. Pavaskar, H. No. 35, — Member.
Kantem Baina, Kaulhonkar Chawl, Vasco-da-Gama Goa |
| 11. Bassawa Ellanur, R/o. Camrabhatt, Tonca, Tiswadi-Goa | — Member. | 9. Vishal Naik, c/o. Cuncolim — Member.
Municipal Council, Cuncolim, Salcete-Goa |
| 12. SBI Lead Bank Manager (North Goa) | — Member. | 10. Anumava H. Harijan, — Member.
Nr. Rashtroli Temple, Room No. 7, Housing Board Colony, New Vaddem, Vasco-Goa |
| 13. Director of Social Welfare, Panaji | — Member Secretary. | |

South Goa District

- | | | |
|--|----------------------------|--|
| 1. District Magistrate & Collector, South Goa | — Chairperson, ex officio. | 11. Priya Velip, c/o. Cuncolim — Member.
Municipal Council, Cuncolim, Salcete-Goa |
| 2. Shri Manohar Azgaonkar Members of Legislative Assembly (SC) | — Member, ex officio. | 12. SBI Lead Bank Manager — Member.
(South Goa) |
| 3. Superintendent of Police (South Goa) | — Member, ex officio. | 13. Director of Social Welfare, — Member
Panaji Secretary. |
| 4. Director of Panchayat | — Member, ex officio. | The Vigilance Committee shall meet every six months. |
| 5. Director of Municipal Administration | — Member, ex officio. | By order and in the name of the Governor of Goa. |
| 6. Chief Officer, Margao Municipal Council | — Member. | S. V. Naik, Director & ex officio Addl. Secretary (SW). |

Panaji, 25th May, 2018.

www.goaprintingpress.gov.in

Published and Printed by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 40.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA—100/150-06/2018.